



**TELECONFERENCED MEETING**

**CITY COUNCIL REGULAR MEETING – 6:00 PM**

**APRIL 7, 2020**

**[Pursuant to Governor Executive Order N-29-20]**

**There Will Not Be a Physical Location for Attending the Meeting**

**The Public May Observe the Meeting and Offer Public Comment As Follows:**

**STEP 1**

**Install the Free Zoom App or Visit the Free Zoom Website at [<https://zoom.us/>](https://zoom.us/)**

**STEP 2**

**Meeting ID Number: 963-117-7849**

**STEP 3**

**Select Audio Source**

*Computer Speakers/Microphone  
or  
Telephone*

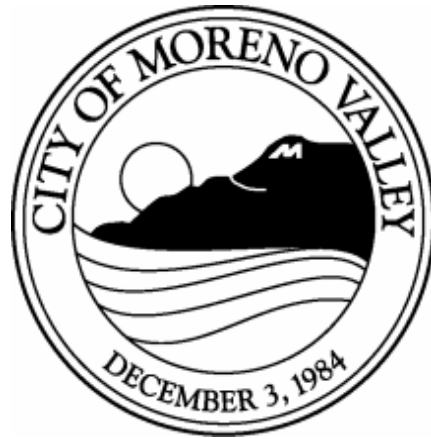
**STEP 3**

**Public Comments May be Made Via Zoom**

*During the Meeting, the City Clerk Will Explain the Process for Submitting Public Comments*

**ALTERNATIVE**

**If you do not wish to make public comments, you can view the meeting on Channel MVTV-3 or the City's website at [www.moval.org](http://www.moval.org)**



**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**  
**MORENO VALLEY PUBLIC FINANCING AUTHORITY**  
**BOARD OF LIBRARY TRUSTEES**

**April 7, 2020**

**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 Sessions**  
*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.*

Dr. Yxstian A. Gutierrez, Mayor

Victoria Baca, Mayor Pro Tem  
Ulises Cabrera, Council Member

David Marquez, Council Member  
Dr. Carla J. Thornton, Council Member

**AGENDA**  
**CITY COUNCIL OF THE CITY OF MORENO VALLEY**  
**April 7, 2020**

**CALL TO ORDER - 5:30 PM**

**SPECIAL PRESENTATIONS - NONE**

**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  
MORENO VALLEY PUBLIC FINANCING AUTHORITY  
AND THE BOARD OF LIBRARY TRUSTEES**

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

**REGULAR MEETING – 6:00 PM  
APRIL 7, 2020**

**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**

**ROLL CALL**

**INTRODUCTIONS**

**PUBLIC COMMENTS PROCEDURE**

Any person wishing to address the Mayor and City Council on any matter, either under the Public Comments section of the Agenda or scheduled items or public hearings, must follow the procedures set forth above and wait to be identified to speak by the Mayor. Members of the public may be limited to three minutes per person or the allowed time set by the Mayor, except for the applicant. The Mayor and City Council may establish an overall time limit for comments on a particular Agenda item. Members of the public must direct their questions to the Mayor and not to other members of the City Council, the applicant, the Staff, or the audience.

**JOINT CONSENT CALENDARS (SECTIONS A-E)**

All items listed under the Consent Calendars, Sections A, B, C, D, and E 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 - SPECIAL MEETING (CLOSED SESSION) - MAR 17, 2020 4:30 PM

**Recommendation:** Approve as submitted.

- A.3. MINUTES - CITY COUNCIL - SPECIAL MEETING - MAR 17, 2020 5:55 PM

**Recommendation:** Approve as submitted.

- A.4. MINUTES - CITY COUNCIL - REGULAR MEETING - MAR 17, 2020 6:00 PM

**Recommendation:** Approve as submitted.

- A.5. COUNCIL DISCRETIONARY EXPENDITURE REPORTS FOR FISCAL YEAR 2019/2020 FROM JULY 1, 2019 THROUGH FEBRUARY 29, 2020 (Report of: City Clerk)

**Recommendation:**

1. Receive and file the Fiscal Year 2019/2020 Council Discretionary Expenditure Report for July 1, 2019 through February 29, 2020.

- A.6. APPROVAL OF CONTRACTS WITH AGATI FURNITURE AND YAMADA ENTERPRISES FOR LIBRARY FURNITURE AT THE IRIS PLAZA BRANCH LIBRARY (Report of: Financial & Management Services)

**Recommendations:**

1. Approve an agreement with Agati Furniture for library furniture for an amount not to exceed \$109,482 and authorize the Assistant City Manager to execute the agreement.
2. Approve an agreement with Yamada Enterprises for library furniture for an amount not to exceed \$48,196 and authorize the Assistant City Manager to execute the agreement.
3. Authorize an amendment to the Fiscal Year 2019/20 budget from the Library Services Development Impact Fund (DIF) balance for \$157,678 for these expenses. The budget amendment is fully described in the Fiscal Impact section.

A.7. AWARD OF CONTRACT FOR TENANT IMPROVEMENTS FOR THE IRIS PLAZA BRANCH LIBRARY– RFP NO. 2020-0003 (Report of: Financial & Management Services)

**Recommendations:**

1. Award the Public Works Construction Agreement to iBuild Spectrum, Inc. for \$1,028,500 (\$935,000 for tenant improvements plus \$93,500 (10% contingency)) at the leased space in Iris Plaza for a branch library.
2. Authorize the Assistant City Manager to execute the Public Works Construction Agreement in the amount of the low bid to provide construction services, subject to the approval of the City Attorney.
3. Authorize the issuance of a Purchase Order to the lowest responsible bidder in the amount of the low bid plus a 10% contingency to provide construction services.
4. Authorize an amendment to the Fiscal Year 2019/20 budget from the Library Services Development Impact Fee (DIF) fund balance for these expenses as set forth in the Fiscal Impact section.
5. Authorize the Assistant City Manager to execute any subsequent related change orders for tenant improvement construction up to the 10%, subject to the approval of the City Attorney.

A.8. APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY TO AMEND THE ELECTRIC RATES FOR MORENO VALLEY UTILITY (MVU) (Report of: Financial & Management Services)

**Recommendation:**

1. Approve Resolution No. 2020-XX. A Resolution of the City Council of the City of Moreno Valley, California, to Amend the Electric Rates for Moreno Valley Utility (MVU).

A.9. AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO NPG CORPORATION FOR PARKING LOT REPAIR SERVICES AT THE PUBLIC SAFETY BUILDING (Report of: Public Works)

**Recommendations:**

1. Amend the FY 2019/20 and 2020/21 Capital Improvement Plan (CIP) by adding project 803 0047 - Public Safety Building Back Parking Lot Improvements.

2. Award a construction contract to NPG Corporation, 1354 Jet Way, Perris, CA 92571, for Public Safety Building Parking Lot Repair Services and authorize the City Manager to execute said contract in substantial conformance with the attached in the amount of \$105,960.
3. Authorize the Public Works Director/City Engineer to execute any subsequent related change orders to the contract, but not exceeding, the total contingency of \$10,596 subject to the approval of the City Attorney, for a total Purchase Order amount of \$116,556.

A.10. AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO ALL AMERICAN ASPHALT FOR PAVEMENT REPAIR SERVICES (Report of: Public Works)

**Recommendations:**

1. Award a construction contract with a Not-to-Exceed amount of \$200,000 to All American Asphalt, PO Box 2229, Corona, CA 92878, for pavement repair services and authorize the City Manager to execute said contract in substantial conformance with the attached in the amount of \$200,000
2. Authorize the Public Works Director/City Engineer to execute any subsequent related change orders to the contract but not exceeding the total amount of \$200,000 subject to the approval of the City Attorney.

A.11. ACCEPTANCE OF SB821 FUNDING AND FUNDING APPROPRIATION FOR THE HEACOCK STREET PEDESTRIAN AND BICYCLE ENHANCEMENTS PROJECT (AGMT. NO. 20XX-XXX) (Report of: Public Works)

**Recommendations:**

1. Accept \$520,000 of SB821 funding for construction of sidewalk and on-street bike lane on Heacock Street at Gregory Lane.
2. Authorize the City Manager to execute Riverside County Transportation Commission (RCTC) Agreement No. 20-62-056-00, and any subsequent amendments, subject to the City Attorney review and approval.
3. Authorize a budget adjustment as set forth in the Fiscal Impact section of this report.

- A.12. SECOND AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES AGREEMENT WITH PARSONS TRANSPORTATION GROUP FOR THE STATE ROUTE 60/MORENO BEACH DRIVE PHASE 2 INTERCHANGE IMPROVEMENT PROJECT 801 0021 (Report of: Public Works)

**Recommendations:**

1. Approve the Second Amendment to Agreement for Professional Consultant Services with Parsons Transportation Group, Inc. (Parsons) to provide supplemental engineering services in the amount of \$417,947 for the SR-60/Moreno Beach Drive Phase 2 Interchange project (Project), for a total contract amount of \$1,833,606;
2. Authorize the City Manager or his/her designee to execute the Second Amendment to Agreement for Professional Consultant Services with Parsons, subject to the approval of the City Attorney;
3. Authorize an increase to the Purchase Order with Parsons in the amount of \$417,947, when the Second Amendment has been signed by all parties;
4. Authorize a budget adjustment as set forth in the Fiscal Impact section of this report.

- A.13. APPROVAL OF A CONTRACT WITH QUINTANILLA AND ASSOCIATES TO PROVIDE INTERIM CITY ATTORNEY SERVICES (Report of: City Manager)

**Recommendations:**

1. Approve agreement with The Law Firm of Quintanilla and Associates for Interim City Attorney Services.
2. Authorize the Mayor to sign the agreement.

- A.14. Emergency Operations Resolutions (Report of: City Manager)

**Recommendations: That the City Council:**

1. Adopt all of the Resolutions set forth in this staff report.

**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 of Mar 17, 2020 4:30 PM (See A.2)

**Recommendation:** Approve as submitted.

B.3. MINUTES of Mar 17, 2020 5:55 PM (See A.3)

**Recommendation:** Approve as submitted.

B.4. MINUTES of Mar 17, 2020 6:00 PM (See A.4)

**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 of Mar 17, 2020 4:30 PM (See A.2)

**Recommendation:** Approve as submitted.

C.3. MINUTES of Mar 17, 2020 5:55 PM (See A.3)

**Recommendation:** Approve as submitted.

C.4. MINUTES of Mar 17, 2020 6:00 PM (See A.4)

**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 of Mar 17, 2020 4:30 PM (See A.2)

**Recommendation:** Approve as submitted.

D.3. MINUTES of Mar 17, 2020 5:55 PM (See A.3)

**Recommendation:** Approve as submitted.

D.4. MINUTES of Mar 17, 2020 6:00 PM (See A.4)

**Recommendation:** Approve as submitted.

## **E. CONSENT CALENDAR - PUBLIC FINANCING AUTHORITY**

- E.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.

- E.2. MINUTES of Mar 17, 2020 4:30 PM (See A.2)

**Recommendation:** Approve as submitted.

- E.3. MINUTES of Mar 17, 2020 5:55 PM (See A.3)

**Recommendation:** Approve as submitted.

- E.4. MINUTES of Mar 17, 2020 6:00 PM (See A.4)

**Recommendation:** Approve as submitted.

## **F. PUBLIC HEARINGS**

Questions or comments from the public on a Public Hearing matter are limited to five minutes per individual and must pertain to the subject under consideration.

Those wishing to speak should complete and submit a GOLDENROD speaker slip to the Sergeant-at-Arms.

- F.1. PUBLIC HEARING TO ADOPT SUBSTANTIAL AMENDMENT #4 TO THE FY 2019-2020 ANNUAL ACTION PLAN (Report of: Financial & Management Services)

### **Recommendations: That the City Council:**

1. Conduct a Public Hearing to allow public comment on the proposed Substantial Amendment #4 to the FY 2019-2020 Annual Action Plan.
2. Review and adopt the proposed Substantial Amendment #4 to the FY 2019-2020 Annual Action Plan.
3. Authorize a budget amendment as set forth in the fiscal impact section and authorize the Chief Financial Officer to allocate grant funds between HUD- approved grant activities.

## **G. GENERAL BUSINESS - NONE**

## **H. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION**

## **I. REPORTS**

### **I.1. CITY COUNCIL REPORTS**

(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

### **I.2. CITY MANAGER'S REPORT**

(Informational Oral Presentation - not for Council action)

### **I.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, PUBLIC FINANCING 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](http://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](http://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](http://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: April 2, 2020

**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  
MORENO VALLEY PUBLIC FINANCING AUTHORITY  
BOARD OF LIBRARY TRUSTEES**

**SPECIAL MEETING (CLOSED SESSION) – 4:30 PM**

**March 17, 2020**

**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, and Housing Authority 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
	Dr. Carla J. Thornton	Council Member

**PUBLIC COMMENTS ON MATTERS UNDER THE JURISDICTION OF THE CITY COUNCIL**

Mayor Gutierrez opened the public comments portion of the meeting for items listed on the agenda only. There being no members of the public to come forward to speak, he closed the public comments.

Minutes Acceptance: Minutes of Mar 17, 2020 4:30 PM (CONSENT CALENDAR-CITY COUNCIL)

## CLOSED SESSION

City Attorney Koczanowicz announced that the City Council would recess to Closed Session to discuss the items as listed on the agenda.

The Closed Session will be held pursuant to:

- 1 GOVERNMENT CODE SECTION 54957(b)(1) – PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

Position: City Attorney

- 2 GOVERNMENT CODE SECTION 54957(b)(1) – PUBLIC EMPLOYEE APPOINTMENT

Position: Interim City Attorney/City Attorney

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

Mayor Gutierrez reconvened the City Council in the Council Chamber from their Closed Session at 5:51 p.m.

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

Mayor Gutierrez announced that there was no reportable action on item number 1 and that in regards to item number 2 the City Council with a 5-0 vote directed the City Manager to negotiate an Interim City Attorney contract with Quintanilla and Associates.

## ADJOURNMENT

There being no further business to come before the City Council, Mayor Gutierrez adjourned the meeting at 5:52 p.m.

Submitted by:

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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  
 Secretary, Public Financing Authority

Approved by:

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Dr. Yxstian A. Gutierrez  
 Mayor  
 City of Moreno Valley  
 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  
 Chairperson, Public Financing Authority

**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  
MORENO VALLEY PUBLIC FINANCING AUTHORITY  
BOARD OF LIBRARY TRUSTEES**

**SPECIAL MEETING – 5:55 PM**

**March 17, 2020**

**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, Moreno Valley Public Financing Authority and the Board of Library Trustees was called to order at 5:55 p.m. by Mayor Gutierrez in the Council Chamber located at 14177 Frederick Street.

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
	Dr. Carla J. Thornton	Council Member

**STAFF IN ATTENDANCE**

Staff:	Pat Jacquez-Nares	City Clerk
	Renee Bryant	Management Assistant
	Marshall Eyerman	Chief Financial Officer/City Treasurer
	Mike Lee	Interim City Manager
	Allen Brock	Assistant City Manager
	Michael Wolfe	Public Works Director/City Engineer
	Manny Mancha	Community Development Director
	John Salisbury	Police Chief
	Abdul Ahmad	Fire Chief
	Patti Solano	Parks & Community Services Director

Minutes Acceptance: Minutes of Mar 17, 2020 5:55 PM (CONSENT CALENDAR-CITY COUNCIL)



## PUBLIC COMMENTS ON MATTERS ON THE AGENDA ONLY

Mayor Gutierrez opened the public comments portion of the meeting for items listed on the agenda only. There being no members of the public to come forward to speak, he closed the public comments.

### A. BUSINESS

#### A.1. ADOPTION OF RESOLUTION DECLARING COVID-19 VIRUS EMERGENCY (RESO. NO. 2020-13) (Report of: City Manager)

Mayor Gutierrez announced that he along with Interim City Manager Lee convened a Disaster Council meeting last week per Ordinance No. 325.

Interim City Manager Lee provided the report.

Mayor Gutierrez stated that WinCo, Costco, and Cardenas have dedicated times to allow for seniors and disabled patrons to shop. Additionally, he communicated that a Disaster Council meeting took place earlier in the day at 2:00 p.m. Numerous items were discussed including weekly meal packages for seniors and a temporary moratorium on in person transactions at City facilities.

Mayor Pro Tem Baca asked if staff would still be available to provide services to residents and inquired as to the City's implementation of the State's social distancing order as well as its enforcement.

Interim City Manager Mike Lee asserted that City services would continue and encouraged residents and business owners to contact City Hall via phone or email. He replied that the City is following the State and County's orders in asking all restaurants to close their dining areas. He noted that the State's order remained silent on the issue of enforcement.

Mayor Gutierrez advised that another order resulting from the Disaster Council meeting was the temporary suspension of penalties on late utility payments and the issuance of street sweeping tickets.

#### **Recommendation:**

1. Staff recommends that the City Council adopt Resolution 2020-13 establishing the existence of a local emergency due to COVID-19 virus pandemic.

**RESULT:** APPROVED [UNANIMOUS]  
**MOVER:** David Marquez, Council Member  
**SECONDER:** Dr. Carla J. Thornton, Council Member  
**AYES:** Dr. Yxstian A. Gutierrez, Victoria Baca, David Marquez, Ulises Cabrera, Dr. Carla J. Thornton

A.2. CITY COUNCIL REQUESTS AND COMMUNICATIONS - NONE

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

**ADJOURNMENT**

There being no further business to come before the City Council, Mayor Gutierrez adjourned the meeting at 6:09 p.m.

Submitted by:

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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  
 Secretary, Public Financing Authority

Approved by:

---

Dr. Yxstian A. Gutierrez  
 Mayor  
 City of Moreno Valley  
 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  
 Chairperson, Public Financing Authority

**MINUTES  
CITY COUNCIL REGULAR MEETING OF THE CITY OF MORENO VALLEY  
March 17, 2020**

**SPECIAL NOTICE – TELEPHONIC ACCESSIBILITY:**

Pursuant to Paragraph 11 of Executive Order N-25-20, executed by the Governor of California on March 12, 2020 as a response to mitigating the spread of corona virus known as COVID-19,

**During this regular meeting of the Moreno Valley City Council members of the public will be allowed to attend and address the City Council during the open session of the meeting telephonically.**

Members of the public wanting **to listen to the open session** of the meeting may do so by emailing the City Clerk at **ccpubliccomments@moval.org**. The City Clerk's office will contact those individuals by 3:00 pm on Tuesday with instructions for the remote connection to the Council Meeting. Please call the City Clerk's office with any questions regarding the above instructions

Members of the public wanting **to address the Council**, either during public comment or for a specific agenda item, or both, are requested to **send an email notification no later than 3:00 p.m. on the day of the meeting**

to the City Clerk at **ccpubliccomments@moval.org**

**The email notification should specify the following information: 1) Full Name; 2) City of Residence; 3) Phone Number; 4) Public Comment or Agenda Item No; 5) and subject**

The City will facilitate the ability for a member of the public to be audible to the City Council and general public in the Board Room for the item(s) by contacting him/her via phone and queuing him/her to speak during the discussion.

**Only one person at a time may speak by telephone and only after being recognized by the Mayor.**

Please be mindful that the teleconference will be recorded as any other person is recorded when appearing before the Council Member, and all other rules of procedure and decorum will apply when addressing the Council by teleconference. Finally, it is requested that any member of the public attending while on the teleconference to have his/her/their phone set on "**mute**" to eliminate background noise or other interference from telephonic participation.

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

**REGULAR MEETING – 6:00 PM  
March 17, 2020**

**CALL TO ORDER**

**SPECIAL PRESENTATIONS - NONE**

**Minutes Acceptance: Minutes of Mar 17, 2020 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)**

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

**REGULAR MEETING – 6:00 PM  
March 17, 2020**

**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, Moreno Valley Public Financing Authority and the Board of Library Trustees was called to order at 6:20 p.m. by Mayor Gutierrez in the Council Chamber located at 14177 Frederick Street.

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
	David Marquez	Council Member
	Ulises Cabrera	Council Member
	Dr. Carla J. Thornton	Council Member

**INTRODUCTIONS**

Staff:	Pat Jacquez-Nares	City Clerk
	Renee Bryant	Management Assistant
	Marshall Eyerman	Assistant City Manager/Chief Financial Officer
	Mike Lee	Interim City Manager
	Allen Brock	Assistant City Manager

Minutes Acceptance: Minutes of Mar 17, 2020 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

Manny Mancha  
Patti Solano  
Michael Wolfe  
John Salisbury  
Abdul Ahmad

Community Development Director  
Parks & Community Services Director  
Public Works Director/City Engineer  
Police Chief  
Fire Chief

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

Tom Jerele

1. Commended the City Council, County, State, and Federal Government on their response to the pandemic.
2. Encouraged residents to wipe shopping carts down.
3. Espoused the health benefits of wheat grass.

Keri Then

1. Critical of the portion of the Emergency Operations Plan that relates to public health emergencies.
2. Urged the City to release internal stockpiles of protective gear to residents.

Rosario

1. Requested more communication from the City regarding the pandemic.

**JOINT CONSENT CALENDARS (SECTIONS A-E)**

Mayor Gutierrez announced that in Closed Session the City Council, with a 5-0 vote, approved the release of City Attorney Koczanowicz and appointed Steve Quintanilla as the Interim City Attorney.

Mayor Gutierrez opened the Consent Agenda items for public comments, none were received.

Mayor Gutierrez and Council Member Marquez recused themselves from Items Nos. A.18 and B.5.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Victoria Baca, Mayor Pro Tem
<b>SECONDER:</b>	Dr. Carla J. Thornton, Council Member
<b>AYES:</b>	Dr. Yxstian A. Gutierrez, Victoria Baca, David Marquez, Ulises Cabrera, Dr. Carla J. Thornton

**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.

Minutes Acceptance: Minutes of Mar 17, 2020 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

A.2. City Council - Regular Meeting - Mar 3, 2020 6:00 PM

**Recommendation:** Approve as submitted.

A.3. City Council - Special Meeting (Closed Session) - Mar 9, 2020 1:30 PM

**Recommendation:** Approve as submitted.

A.4. LIST OF PERSONNEL CHANGES (Report of: Financial & Management Services)

**Recommendation:**

1. Ratify the list of personnel changes as described.

A.5. AUTHORIZATION TO APPROVE A NEW "HOMELESS ASSISTANCE PROGRAM" TO ASSIST WITH ADDRESSING HOMELESSNESS (AGMT. NO. 2020-55) (Report of: Financial & Management Services)

Council Member Cabrera wanted to make the public aware that the City is expanding its services for the homeless.

**Recommendations:**

1. Authorize City participation with The Salvation Army to develop a new "Homeless Assistance Program", aimed at helping members of the community who are experiencing homelessness to gain needed assistance to essential services with the aim toward resolving their homelessness.
2. Authorize the City Attorney to prepare an Agreement based on the deal points as set forth within this report, including case management services.
3. Authorize the City Manager to execute an Agreement between the City and The Salvation Army for case management services and oversee the daily operations for the Problem Solving Program.
4. Approve a budget allocation as set forth in the fiscal impact section and authorize the Chief Financial Officer to allocate these funds to aid in the funding the costs of the Problem Solving Program.



- A.6. APPROVAL OF PURCHASE ORDER FOR UPGRADES TO THE MORENO VALLEY UTILITY'S MOBILE APPLICATION WITH SMART ENERGY WATER (Report of: Financial & Management Services)

**Recommendations:**

1. Approve a Purchase Order with Smart Energy Water (SEW) for modification to the mobile application for Moreno Valley Utility.
2. Authorize the Chief Financial Officer/City Treasurer to execute any subsequent related minor change requests up to, but not exceeding the 20% contingency amount of \$5,600 to complete the modification as stated in the report, subject to the approval of the City Attorney.

- A.7. APPROVAL OF LEASE AGREEMENT EXTENSION WITH MORENO VALLEY MALL HOLDINGS, LLC FOR A BRANCH LIBRARY (AGMT. NO. 2017-55-02) (Report of: Financial & Management Services)

**Recommendations:**

1. Authorize the City Manager to sign lease extensions with Moreno Valley Mall Holdings, LLC for space in the Moreno Valley Mall for a Library branch in compliance with the current contract options.
2. Authorize the Chief Financial Officer to execute any subsequent related change orders to the contract up to, but not exceeding \$90,750 annually. Each three year extension shall not exceed \$272,250.

- A.8. Approve the Eucalyptus Avenue Line Extension Project and Amend the Fiscal Year 2019/2020 and 2020/2021 Adopted Capital Improvement Plan to Reallocate Funds from the Gentian Avenue Line Extension Project to the Eucalyptus Avenue Line Extension Project 805 0055 to meet electrical demands within City areas experiencing rapid development. (Report of: Financial & Management Services)

**Recommendations:**

1. Approve the Eucalyptus Avenue Line Extension Project 805 0055.
2. Amend the FY 2019/2020 and 2020/2021 Capital Improvement Plan to replace the approved Gentian Avenue Line Extension Project with the Eucalyptus Avenue Line Extension Project to meet electrical demands within City areas experiencing rapid development.
3. Authorize the Chief Financial Officer to reallocate \$565,000 in project funding to the Eucalyptus Avenue Line Extension project from the previously approved Gentian Avenue Line Extension project (No Net

Change in Fiscal Impact).

- A.9. APPROVAL OF CONTRACT AMENDMENT WITH TR DESIGN GROUP FOR CONSTRUCTION MANAGEMENT SERVICES (AGMT. NO. 2019-487) FOR THE NEW IRIS PLAZA SATELLITE LIBRARY (AGMT. NO. 2019-487-01) (Report of: Financial & Management Services)

Council Member Cabrera thanked Mayor Gutierrez, his colleagues, and City staff for this additional satellite library branch.

**Recommendation:**

1. Approve and authorize the City Manager to execute an amendment to the project specific agreement for professional consulting services with TR Design Group, Inc. (TR Design) for construction management services at Iris Plaza for an amount not to exceed \$41,382. The total contract shall not exceed \$101,382 (architecture services is not-to-exceed \$60,000 and the construction management services is not-to-exceed \$41,382)

- A.10. APPROVAL OF CONTRACT AMENDMENT WITH LIBRARY SYSTEMS AND SERVICES FOR LIBRARY SERVICES (AGMT. NO. 2017-52-02) UNTIL JUNE 30, 2025 (AGMT NO. 2017-52-02) (Report of: Financial & Management Services)

**Recommendation:**

1. Approve and authorize the City Manager to execute an amendment to the agreement with Library Systems and Services (LS&S) for additional Library Services at the third branch of our library system and to extend the current Library Services for the Main and Mall branches of the library for two years so that all contracts and amendments co-terminate.

- A.11. APPROVAL OF SUBSCRIPTION RENEWAL TO ACCELA INC. FOR DEVELOPMENT SERVICES SOFTWARE (AGMT. NO. 2020-56-01) (Report of: Financial & Management Services)

**Recommendation:**

1. Authorize the City Manager to execute a contract with Accela Inc. for annual subscription licensing and development services related software for an amount not to exceed \$1,551,843 over the next five years.

- A.12. APPROVAL OF THE FRANCHISE TAX BOARD AGREEMENT TO SHARE TAX INFORMATION (AGMT. NO. 2020-27) (Report of: Financial & Management Services)

**Recommendation:**

1. Authorize the City Manager or his designee to sign a Franchise Tax Board Agreement that will continue to allow both entities to share tax information confidentially.

- A.13. PAYMENT REGISTER - JANUARY 2020 (Report of: Financial & Management Services)

**Recommendation:**

1. Receive and file the Payment Register.

- A.14. REPORT OF APPROVED SALARY CHANGES (Report of: Financial & Management Services)

**Recommendation:**

1. Receive and file the attached Report of Approved Salary Changes.

- A.15. Award to California Electric Supply for the Purchase of LED Safety Light Fixtures (Report of: Public Works)

**Recommendations:**

1. Authorize the City Manager to sign and award a contract to California Electric Supply to allow for the purchase of 471 Light Emitting Diode (LED) fixtures for the replacement of High Pressure Sodium Vapor (HPSV) safety lights at existing traffic signal locations.
2. Authorize the Purchasing and Facilities Division Manager to issue a purchase order to California Electric Supply in the amount of \$137,785.16.
3. Authorize budget adjustments as set forth in the Fiscal Impact section of this report.

- A.16. AUTHORIZE EXECUTION OF THE STATE HIGHWAY ROUTE 60 FREEWAY AGREEMENT BETWEEN THE CITY AND THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) (AGMT. NO. 2020-57) (Report of: Public Works)

**Recommendations:**

1. Approve the State Highway Route 60 Freeway Agreement between

the City of Moreno Valley and Caltrans;

2. Authorize the City Manager to execute said Agreement, and authorize the City Manager to approve any future changes or amendments that may be requested by Caltrans or the City, subject to the approval of the City Attorney.

A.17. LGL19-0053 - NOTICE OF INTENT TO VACATE A PORTION OF STODDARD STREET LOCATED BETWEEN WILLIAMS AVENUE AND ALESSANDRO BOULEVARD. (RESO. NO. 2020-09) (Report of: Public Works)

**Recommendations:**

1. Adopt Resolution No. 2020-09. A Resolution of the City Council of the City of Moreno Valley, California, Declaring its Intention to Vacate a Portion of Stoddard Street located between Williams Avenue and Alessandro Boulevard.
2. Direct the City Clerk to certify said resolution and transmit a copy of the resolution to the County Recorder's office for recording.

A.18. ADOPTION OF RESOLUTION TO ESTABLISH A PROJECT LIST FOR THE FISCAL YEAR 2020/21 SENATE BILL 1 FUNDING FOR CITYWIDE PAVEMENT REHABILITATION AND PRESERVATION (RESO. NO. 2020-10) (Report of: Public Works)

Mayor Gutierrez and Council Member Marquez recused themselves from this item.

**Recommendations: That the City Council:**

1. Adopt Resolution No. 2020-10 – To establish a Citywide Pavement Rehabilitation and Preservation project list for submission to the California Transportation Commission for Fiscal Year 2020/21 Senate Bill (SB) 1 funding.
2. Authorize the City Engineer to make any minor adjustments to the limits of work and minor modifications to the project list, as necessary.

A.19. CERTIFY ANNEXATION OF ONE PARCEL INTO COMMUNITY FACILITIES DISTRICT NO. 4-MAINTENANCE - ANNEXATION NO. 2019-03 (RESO. NO. 2020-11) (Report of: Public Works)

Acting as the legislative body of Community Facilities District No. 4-Maintenance, adopt Resolution No. 2020-11, a Resolution of the City Council of the City of Moreno Valley, California, Certifying the Results of an Election and Adding Property to such Community Facilities District.

(Annexation No. 2019-03).

- A.20. PURSUANT TO LANDOWNER PETITION, ANNEX ONE PARCEL INTO COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES) - AMENDMENT NUMBER 42 (RESO. NO. 2020-12) (Report of: Public Works)

**Recommendation:**

1. Acting as the legislative body of Community Facilities District No. 2014-01 (Maintenance Services), adopt Resolution No. 2020-12, 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. (Amendment No. 42)

- A.21. APPROVAL OF THE FISCAL YEAR 2020/2021 STORM WATER PROTECTION PROGRAM BUDGET FOR COUNTY SERVICE AREA (CSA) 152 (Report of: Public Works)

**Recommendations:**

1. Approve the County Service Area (CSA) 152 Budget for Fiscal Year (FY) 2020/2021 in the amount \$708,327.
2. Authorize the levy of County Service Area 152 Assessment at \$8.15 per Benefit Assessment Unit (BAU) for FY 2020/2021.

- A.22. ACCEPTANCE OF THE FISCAL YEAR 2019 STATE HOMELAND SECURITY PROGRAM (SHSP) GRANT AWARD (Report of: Fire Department)

**Recommendations:**

1. Accept the Fiscal Year 2019 State Homeland Security Program (SHSP) grant award of \$30,425 from the Riverside County Emergency Management Department.
2. Authorize a budget adjustment of \$30,425 to the Emergency Management Grant fund (2503) revenue and expenditure accounts.

## 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 - CITY COUNCIL - REGULAR MEETING MAR 3, 2020 6:00 PM (See A.2)

**Recommendation:** Approve as submitted.

- B.3. MINUTES - CITY COUNCIL - SPECIAL MEETING (CLOSED SESSION) - MAR 9, 2020 1:30 PM (See A.3)

**Recommendation:** Approve as submitted.

- B.4. ADOPT RESOLUTIONS TO INITIATE PROCEEDINGS TO LEVY ASSESSMENTS IN FISCAL YEAR 2020/21 FOR MORENO VALLEY COMMUNITY SERVICES DISTRICT LIGHTING MAINTENANCE DISTRICT NO. 2014-01 (RESO NOS. CSD 2020-04, 05, and 06) (Report of: Public Works)

**Recommendations:**

1. Adopt Resolution No. CSD 2020-04, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, Initiating Proceedings to Levy Fiscal Year 2020/21 Assessments against Real Property in Moreno Valley Community Services District Lighting Maintenance District No. 2014-01.
2. Adopt Resolution No. CSD 2020-05, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving an Engineer's Report in Connection with Fiscal Year 2020/21 Assessments against Real Property in Moreno Valley Community Services District Lighting Maintenance District No. 2014-01.
3. Adopt Resolution No. CSD 2020-06, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, Declaring its Intention to Levy Fiscal Year 2020/21 Assessments against Real Property in Moreno Valley Community Services District Lighting Maintenance District No. 2014-01.

- B.5. ADOPT RESOLUTIONS TO INITIATE PROCEEDINGS TO LEVY ASSESSMENTS IN FISCAL YEAR 2020/21 FOR MORENO VALLEY COMMUNITY SERVICES DISTRICT LANDSCAPE MAINTENANCE DISTRICT NO. 2014-02 (RESO. NOS. CSD 2020-07, 08, and 09) (Report of: Public Works)

Mayor Gutierrez and Council Member Marquez recused themselves from this item.

**Recommendations:**

1. Adopt Resolution No. CSD 2020-07, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, Initiating Proceedings to Levy the Fiscal Year 2020/21 Assessments against Real Property in Moreno Valley Community Services District Landscape Maintenance District No. 2014-02.
2. Adopt Resolution No. CSD 2020-08, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving an Engineer's Report in Connection with the 2020/21 Assessments against Real Property in Moreno Valley Community Services District Landscape Maintenance District No. 2014-02.
3. Adopt Resolution No. CSD 2020-09, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, Declaring its Intention to Levy the Fiscal Year 2020/21 Assessments against Real Property in Moreno Valley Community Services District Landscape Maintenance District No. 2014-02.

**C. CONSENT CALENDAR - HOUSING AUTHORITY - NONE**

**D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES - NONE**

**E. CONSENT CALENDAR - PUBLIC FINANCING AUTHORITY - NONE**

**F. PUBLIC HEARINGS**

- F.1. PUBLIC HEARING TO ADOPT SUBSTANTIAL AMENDMENT #3 TO THE FY 2019-2020 ANNUAL ACTION PLAN, AMENDMENT #3 TO THE NEIGHBORHOOD STABILIZATION PROGRAM 1 (NSP1) (Report of: Financial & Management Services)

Assistant City Manager/Chief Financial Officer Eyerman provided the report.

Mayor Gutierrez opened the Public Hearing at 6:39 p.m.

There being no comments in support or opposition, Mayor Gutierrez closed the Public Hearing at 6:39 p.m.

**Recommendations: That the City Council:**

1. Conduct a Public Hearing to allow public comment on the proposed Substantial Amendment #3 to the FY 2019-2020 Annual Action Plan and Amendment #3 to the NSP1 Program Guidelines.
2. Review and adopt the proposed Substantial Amendment #3 to the FY 2019-2020 Annual Action Plan and Amendment #3 to the NSP1 Program Guidelines.
3. Authorize the Chief Financial Officer to reallocate NSP1 funds between HUD-approved grant activities.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Ulises Cabrera, Council Member
<b>SECONDER:</b>	David Marquez, Council Member
<b>AYES:</b>	Dr. Yxstian A. Gutierrez, Victoria Baca, David Marquez, Ulises Cabrera, Dr. Carla J. Thornton

F.2. PUBLIC HEARING TO ADOPT SUBSTANTIAL AMENDMENT #2 TO THE FISCAL YEAR 2019-2020 ACTION PLAN (Report of: Financial & Management Services)

Assistant City Manager/Chief Financial Officer Eyerman provided the report.

Mayor Gutierrez opened the Public Hearing at 6:40 p.m.

There being no comments in support or opposition, Mayor Gutierrez closed the Public Hearing at 6:40 p.m.

**Recommendations: That the City Council:**

1. Conduct a Public Hearing to allow public comment on the proposed Substantial Amendment #2 to the FY 2019-2020 Annual Action Plan.
2. Review and adopt the proposed Substantial Amendment #2 to the FY 2019-2020 Annual Action Plan.
3. Authorize a budget amendment as set forth in the fiscal impact section and authorize the Chief Financial Officer to allocate grant funds between HUD-approved grant activities.



**RESULT:** APPROVED [UNANIMOUS]  
**MOVER:** David Marquez, Council Member  
**SECONDER:** Dr. Carla J. Thornton, Council Member  
**AYES:** Dr. Yxstian A. Gutierrez, Victoria Baca, David Marquez, Ulises Cabrera, Dr. Carla J. Thornton

F.3. PUBLIC HEARING FOR ONE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MAIL BALLOT PROCEEDING (Report of: Public Works)

Special Districts Division Manager Cassel provided the report.

Mayor Gutierrez opened the Public Hearing at 6:42 p.m.

There being no comments in support or opposition, Mayor Gutierrez closed the Public Hearing at 6:42 p.m.

**Recommend that the City Council:**

1. Conduct the Public Hearing and accept public testimony for the mail ballot proceeding for the National Pollutant Discharge Elimination System (NPDES) Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate to be applied to the property tax bill of the parcel identified herein;
2. Direct the City Clerk to open and count the returned NPDES ballot;
3. Verify and accept the results of the mail ballot proceeding as maintained by the City Clerk on the Official Tally Sheet and if approved, set the rate and impose the NPDES Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate, as applicable, on the Assessor’s Parcel Number as mentioned;
4. Receive and file the Official Tally Sheet with the City Clerk’s office.

**RESULT:** APPROVED [UNANIMOUS]  
**MOVER:** Ulises Cabrera, Council Member  
**SECONDER:** David Marquez, Council Member  
**AYES:** Dr. Yxstian A. Gutierrez, Victoria Baca, David Marquez, Ulises Cabrera, Dr. Carla J. Thornton

Minutes Acceptance: Minutes of Mar 17, 2020 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

Staff's Recommendations Nos. 3 and 4

**RESULT:** APPROVED [UNANIMOUS]  
**MOVER:** Ulises Cabrera, Council Member  
**SECONDER:** David Marquez, Council Member  
**AYES:** Dr. Yxstian A. Gutierrez, Victoria Baca, David Marquez, Ulises Cabrera, Dr. Carla J. Thornton

## G. GENERAL BUSINESS - NONE

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

## I. REPORTS

### I.1. CITY COUNCIL REPORTS

(Informational Oral Presentation - not for Council action)

March Joint Powers Commission (JPC) - Mayor Pro Tem Baca

Mayor Pro Tem Baca reported the following:

Tonight, I'm providing an update from the March Joint Powers Commission meeting held on March 11th.

At that meeting, the Commission heard an update about the National Guard Youth ChalleNGe program.

Riverside County Habitat Conservation Agency (RCHCA) - None

Riverside County Transportation Commission (RCTC) - Mayor Gutierrez

Mayor Gutierrez reported the following:

Good news for our commuters that travel through the Badlands on State Route 60. The second westbound lane between Beaumont and Moreno Valley reopened on March 5, marking a major milestone for the Truck Lanes Project.

The Truck Lanes project is widening a 4.5-mile section of Route 60, in an effort to improve safety and reduce traffic congestion.

Work is expected to wrap up in late 2021.

Riverside Transit Agency (RTA) - Council Member Marquez

Council Member Marquez reported the following:

During this Covid-19 Pandemic, RTA is taking additional measures for its passengers including on board posting of safety messages, disinfecting all buses a minimum of once a day, and sanitizing trash cans and bus benches at stops throughout their system.

Additionally, due to school closures in Riverside County, school tripper service has been suspended as of March 16 and will resume in April.

Please check the RTA website as some routes have been stopped due to the Covid-19 pandemic.

Western Riverside Council of Governments (WRCOG) - None

Western Riverside County Regional Conservation Authority (RCA) - None

School District/City Joint Task Force - None

## **I.2. CITY MANAGER'S REPORT**

(Informational Oral Presentation - not for Council action)

Interim City Manager Lee reported that with the assistance of Fire Chief Ahmad, the Emergency Disaster Plan is being revised. Because of the magnitude of the pandemic protective gear is in short supply. In spite of that, City staff is working diligently to secure supplies. City Staff is also staying abreast of any updates from the Employment Development Department, the Small Business Administration, and the Federal Government to make those affected by the pandemic aware of any relief programs.

He praised Mayor Gutierrez on his leadership in successfully persuading grocers to dedicate store hours to the elderly and the disabled.

Mayor Gutierrez encouraged residents to subscribe to Alert MoVal in addition to the City's and his Facebook pages to stay up to date on all City news releases.

## **I.3. CITY ATTORNEY'S REPORT - NONE**

(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, PUBLIC FINANCING AUTHORITY, AND THE BOARD OF LIBRARY TRUSTEES.**

Council Member Thornton

1. Applauded her colleagues and City staff for utilizing technology to continue conducting business.

2. Persuaded residents to subscribe to the City's newsletter as the situation is ever changing.
3. Urged residents to commit to supporting local restaurants by ordering food for pick-up or delivery.
4. To help alleviate the water shortage she reminded residents that tap water is a readily available option and that five-gallon containers can be filled at water stores throughout the City.
5. Because of the cancellation of the March 18th General Plan update, she directed residents to view the MoVal 2040 General Plan presentation on YouTube or the City's website. Input may be provided underneath the webpage on different aspects of the General Plan.
6. Thanked Amber LeVonne and those who participated in the Donkeyland tour. Advised residents that it is illegal to feed the burros.
7. Advocated for patience and a good spirit.

#### Council Member Marquez

1. Because of health issues, he noted that he won't be out in the City as often as before. He provided his City email address and phone number.
2. Thanked Mayor Gutierrez and City staff for their efforts in getting grocers to dedicate time for the elderly and disabled. Asked residents to show compassion.
3. Assured residents that the RTA buses are being cleaned multiple times a day and encouraged residents to ride them.

#### Council Member Cabrera

1. Mentioned that the new satellite library located next to Jitterz Coffee, will have 3D printers and additional technology available.
2. Reminded everyone that once Moreno Valley College opens to the public again, the Innovation Center located there is available for everyone.
3. Listed the precautionary measures the City has taken to prevent the spread of COVID-19.
4. Asked residents to be courteous to first responders.
5. Commented that discussions are ongoing regarding the City's reserves.
6. Assured the public that the City will keep them updated on relief efforts.
7. Announced that the Federal Government will waive interest and penalties for ninety days for those who owe taxes of up to \$1,000,000.
8. Remarked that the Governor allowed cities to prohibit evictions and suggested that the City consider the idea.
9. Encouraged residents to complete the Census.

#### Mayor Pro Tem Baca

The following comments were provided in Spanish.

1. Encouraged the residents to self-quarantine.
2. Commented on School District closures.
3. Reminded residents that some school programs are closed.
4. Assured residents that tap water is safe to drink.
5. Named the grocery stores that are accommodating the elderly and disabled.
6. Asked residents to contact City Hall with any questions.

Mayor Gutierrez

1. Thanked staff, including Interim City Manager Lee and the Media Department for their tireless effort and adaptability.
2. Encouraged residents to subscribe to Alert MoVal, and the City's Facebook page.
3. Noted the economic and social impacts of COVID-19.
4. Reassured residents that the City will get through the current pandemic.

**ADJOURNMENT**

There being no further business to come before the City Council, Mayor Gutierrez adjourned the meeting at 7:12 p.m.

Submitted by:

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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  
 Secretary, Public Financing Authority

Approved by:

---

Dr. Yxstian A. Gutierrez  
 Mayor  
 City of Moreno Valley  
 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  
 Chairperson, Public Financing Authority



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Pat Jacquez-Nares, City Clerk

**AGENDA DATE:** April 7, 2020

**TITLE:** COUNCIL DISCRETIONARY EXPENDITURE REPORTS FOR FISCAL YEAR 2019/2020 FROM JULY 1, 2019 THROUGH FEBRUARY 29, 2020

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### **RECOMMENDED ACTION**

#### **Recommendation:**

1. Receive and file the Fiscal Year 2019/2020 Council Discretionary Expenditure Report for July 1, 2019 through February 29, 2020.

### **SUMMARY**

This staff report is prepared at the request of the City Council to provide transparency with respect to the expenditure of City funds from City Council Discretionary Expenditure Accounts. These reports are for each Council Member's year to date expenditures for Fiscal Year 2019/2020, for July 1, 2019 through February 29, 2020. Each Council District receives an annual budget allocation of \$3,000 and the Mayor receives an annual budget allocation of \$6,000.

With the adoption of the current fiscal year budget and pursuant to Resolution No. 2019-27, unused monies from Fiscal Year 2018/2019 have been carried over to the current Fiscal Year as approved by the City Manager. The Discretionary Expenditure Reports now reflect the amended budget amount.

The expenditure reports are included routinely in the City Council agenda as an additional means of distributing reports on activities to the Council and public. The reports are to be posted to the City's website following Council approval. The monthly reports provide unaudited information and are reconciled to the City's general ledger. Following the end of the Fiscal Year, the financial information shall be reviewed as part of the City's independent financial audit.

**NOTIFICATION**

Posting of the agenda as required by the Brown Act.

**PREPARATION OF STAFF REPORT**

Prepared By:  
Renee Bryant  
Management Assistant

Department Head Approval:  
Pat Jacquez-Nares  
City Clerk

**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. July - Feb Discretionary Reports

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	3/31/20 1:15 PM
City Attorney Approval	<u>✓ Approved</u>	3/31/20 11:26 AM
City Manager Approval	<u>✓ Approved</u>	4/01/20 11:39 AM



**MAYOR YXSTIAN A. GUTIERREZ**

Fiscal Year 2019/2020 Council Discretionary Expenditures  
 Accounts: 1010-10-01-10015-620130 Mayor Discretionary  
 1010-10-01-10015-620131 Mayor Discretionary - Carryover  
 July 1, 2019 - February 29, 2020

Date	Amount	Description
		<b>No expenditures to report for July 2019</b>
		<b>No expenditures to report for August 2019</b>
		<b>No expenditures to report for September 2019</b>
10/16/2019	\$ 50.00	LOCC Division Lunch, October 16, 2019
11/26/2019	\$ 500.00	Sponsorship -RVHS Crimson Regiment Rose Parade
11/30/2019	\$ 49.37	Ticket 7th Annual Turning Red Tape into Red Carpet Awards & Reception
11/30/2019	\$ 62.93	Costco - Fruit for Mayor's Pancake Breakfast
11/30/2019	\$ 17.65	Walmart - Mayor's Pancake Breakfast Supplies
11/30/2019	\$ 31.96	Costco - Juice for Mayor's Pancake Breakfast
11/30/2019	\$ 82.52	Costco - Mayor's Pancake Breakfast Supplies
11/30/2019	\$ 40.69	Walmart - Mayor's Pancake Breakfast Supplies
		<b>No expenditures to report for December 2019</b>
1/15/2020	\$ 2,000.00	Sponsorship - MVUSD Odyssey of the Mind Southern California Tournament
2/29/2020	\$ 128.80	Sponsorship - JROTC Baseball Tournament Field Fees
	\$ 2,963.92	TOTAL Council Discretionary Expenditures for FY 19/20
	\$ 6,000.00	FY 19/20 Adopted Budget Amount
	\$ 692.00	Carryover Budget Amount FY 18/19
	\$ 6,692.00	FY 19/20 Amended Budget Amount
	\$ 3,728.08	FY 19/20 Budget Amount Remaining

Source: Unaudited financial data from the City's accounting records.  
 Updated as of: 03/19/2020





**COUNCIL DISTRICT 1 VICTORIA BACA**

Fiscal Year 2019/2020 Council Discretionary Expenditures  
 Accounts: 1010-10-01-10011-620111 Council District 1 Discretionary  
 1010-10-01-10011-620116 Council District 1 Discretionary - Carryover  
 July 1, 2019 - February 29, 2020

<b>Date</b>	<b>Amount</b>	<b>Description</b>
7/1/2019	\$ 343.74	FY 18/19 Prepaid Expense US Mayor's Conference
8/3/2019	\$ 246.75	Sponsorship Planning Permit Fees for Annual Backpack Event
<b>No expenditures to report for September 2019</b>		
10/16/2019	\$ 50.00	LOCC Division Lunch, October 16, 2019
10/31/2019	\$ 69.98	Accessories for City Issued Equipment
10/31/2019	\$ 125.00	Riverside Community College President's Dinner November 7
11/14/2019	\$ 25.00	Inland Empire Latino Lawyers Association December 5th
<b>No expenditures to report for December 2019</b>		
<b>No expenditures to report for January 2020</b>		
2/27/2020	\$ 57.64	2020 Elections Code Book
2/29/2020	\$ 50.00	Riverside State of the City - VIP Reception
2/29/2020	\$ 42.00	2020 Riverside County State of Education Address
	\$ 1,010.11	TOTAL Council Discretionary Expenditures for FY 19/20
	\$ 3,000.00	FY 19/20 Adopted Budget Amount
		Carryover Budget Amount FY 18/19
	<u>\$ 3,000.00</u>	FY 19/20 Amended Budget Amount
	\$ 1,989.89	FY 19/20 Budget Amount Remaining

Source: Unaudited financial data from the City's accounting records.  
 Updated as of: 03/19/2020



**COUNCIL DISTRICT 2 CARLA J. THORNTON**

Fiscal Year 2019/2020 Council Discretionary Expenditures  
 Accounts: 1010-10-01-10012-620112 Council District 2 Discretionary  
 1010-10-01-10012-620117 Council District 2 Discretionary - Carryover  
 July 1, 2019 - February 29, 2020

Date	Amount	Description
7/1/2019	\$ 40.00	LOCC Riverside Division Meeting Dinner
7/31/2019	\$ 36.03	Refreshments for Public Outreach Event Held on 7/13/2019
7/31/2019	\$ 20.00	Wake Up MoVal Meeting 7/24/2019
7/31/2019	\$ 32.55	Light Refreshments for Meeting
<b>No expenditures to report for August 2019</b>		
9/16/2019	\$ 10.00	Moreno Valley Elks POW/MIA Remembrance Dinner
9/30/2019	\$ 76.21	Accessories for City Issued Equipment
9/30/2019	\$ 501.00	Facility Use Sponsorship CalVets Pathways to Citizenship Workshop
9/30/2019	\$ 200.00	Membership Fee LOCC African American Caucus
10/8/2019	\$ 50.00	LOCC Division Lunch, October 16, 2019
10/21/2019	\$ 75.00	TEAM March Military Ball Ticket
10/31/2019	\$ 5.91	Accessories for City Issued Equipment
10/31/2019	\$ 2.47	Refreshments for October Public Outreach Event
10/31/2019	\$ 7.39	Refreshments for October Public Outreach Event
11/19/2019	\$ 20.00	Wake Up MoVal October Meeting
11/29/2019	\$ 17.00	Petty Cash Reimbursement   Parking Gala for 100 Black Men I.E.
<b>No expenditures to report for December 2019</b>		
<b>No expenditures to report for January 2020</b>		
2/26/2020	\$ 40.00	LOCC Riverside Division General Meeting March 9, 2020
	\$ 1,133.56	TOTAL Council Discretionary Expenditures for FY 19/20
	\$ 3,000.00	FY 19/20 Adopted Budget Amount
	\$ 1,803.00	Carryover Budget Amount FY 18/19
	\$ 4,803.00	FY 19/20 Amended Budget Amount
	\$ 3,669.44	FY 19/20 Budget Amount Remaining

Source: Unaudited financial data from the City's accounting records.

Updated as of: 03/19/2020



**COUNCIL DISTRICT 3 DAVID MARQUEZ**

Fiscal Year 2019/2020 Council Discretionary Expenditures  
 Accounts: 1010-10-01-10013-620113 Council District 3 Discretionary  
 1010-10-01-10013-620118 Council District 3 Discretionary - Carryover  
 July 1, 2019 - February 29, 2020

<b>Date</b>	<b>Amount</b>	<b>Description</b>
		<b>No expenditures to report for July 2019</b>
		<b>No expenditures to report for August 2019</b>
9/30/2019	\$ 300.00	Refreshments for Public Outreach "Let's Have Lunch With Dave"
10/8/2019	\$ 50.00	LOCC Division Lunch, October 16, 2019
10/14/2019	\$ 300.00	Sponsorship Moreno Valley Optimist Letterman Jacket Program
10/28/2019	\$ 75.00	TEAM March Military Ball Ticket
11/30/2019	\$ 75.00	Champions of Flight 2019 Ticket
		<b>No expenditures to report for December 2019</b>
1/28/2020	\$ 30.00	Martin Luther King Jr. Scholarship Breakfast Ticket
1/31/2020	\$ 25.00	Military Affairs Committee Niagara Falls Leadership Dinner
		<b>No expenditures to report for February 2020</b>
	\$ 855.00	TOTAL Council Discretionary Expenditures for FY 19/20
	\$ 3,000.00	FY 19/20 Adopted Budget Amount
	\$ 433.00	Carryover Budget Amount FY 18/19
	<u>\$ 3,433.00</u>	FY 19/20 Amended Budget Amount
	\$ 2,578.00	FY 19/20 Budget Amount Remaining

Source: Unaudited financial data from the City's accounting records.  
 Updated as of: 03/19/2020



**COUNCIL DISTRICT 4 ULISES CABRERA**

Fiscal Year 2019/2020 Council Discretionary Expenditures  
 Accounts: 1010-10-01-10014-620114 Council District 4 Discretionary  
 1010-10-01-10014-650119 Council District 4 Discretionary - Carryover  
 July 1, 2019 - February 29, 2020

<b>Date</b>	<b>Amount</b>	<b>Description</b>
7/31/2019	\$ 200.00	Sponsorship Falcon Football Jumper Deposit
		<b>No expenditures to report for August 2019</b>
		<b>No expenditures to report for September 2019</b>
10/31/2019	\$ 87.23	Large Post-It Note Boards for High School Tours
		<b>No expenditures to report for November 2019</b>
12/31/2019	\$ 103.50	Sponsorship Jitterz Coffee Artwalk - Temporary Use Permit Fees
1/28/2020	\$ 30.00	Martin Luther King Jr. Scholarship Breakfast Ticket
1/31/2020	\$ 100.00	BIA Inland Empire Economic Forecast Ticket
2/26/2020	\$ 20.00	Chamber of Commerce Wake Up MoVal - January Meeting
2/29/2020	\$ 42.00	2020 Riverside County State of Education Address
	\$ 582.73	TOTAL Council Discretionary Expenditures for FY 19/20
	\$ 3,000.00	FY 19/20 Adopted Budget Amount
	\$ 1,726.00	Carryover Budget Amount FY 18/19
	\$ 4,726.00	FY 19/20 Amended Budget Amount
	\$ 4,143.27	FY 19/20 Budget Amount Remaining

Source: Unaudited financial data from the City's accounting records.  
 Updated as of: 03/19/2020



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Marshall Eyerman, Assistant City Manager

**AGENDA DATE:** April 7, 2020

**TITLE:** APPROVAL OF CONTRACTS WITH AGATI FURNITURE AND YAMADA ENTERPRISES FOR LIBRARY FURNITURE AT THE IRIS PLAZA BRANCH LIBRARY

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### **RECOMMENDED ACTION**

#### **Recommendations:**

1. Approve an agreement with Agati Furniture for library furniture for an amount not to exceed \$109,482 and authorize the Assistant City Manager to execute the agreement.
2. Approve an agreement with Yamada Enterprises for library furniture for an amount not to exceed \$48,196 and authorize the Assistant City Manager to execute the agreement.
3. Authorize an amendment to the Fiscal Year 2019/20 budget from the Library Services Development Impact Fund (DIF) balance for \$157,678 for these expenses. The budget amendment is fully described in the Fiscal Impact section.

### **SUMMARY**

This report recommends that the Council approve contracts with two companies to provide furniture and shelving for the Iris Plaza branch of the Library. Both purchases will be made under competitive cooperative purchase agreements. The recommended companies, furniture and shelving are made in an effort to maintain consistency with the Mall branch of the Library.

### **DISCUSSION**

The City receives excellent reviews from patrons about the functionality and aesthetics

of the Mall branch of the Library. As we prepare to open the Iris Plaza branch of the Library, staff recommends maintaining the same furniture features in the new branch. The furniture from Agati and shelving and tables from Yamada perform well in our Library system and are built to last many years.

Library furniture has lead times of three to four months. Therefore, it is important that the City contract for the furniture that it would like to have in the Iris Plaza branch soon.

Both companies deliver, assemble, and install the furniture for the City. Seismic calculations are made and the book shelving is installed to withstand seismic activity.

**ALTERNATIVES**

- 1. Approve and authorize the Assistant City Manager to execute agreements with Agati Furniture and Yamada Enterprises for library furniture for an amount not to exceed \$157,678 (\$109,482 for Agati Furniture and \$48,196 for Yamada Enterprises). *Staff recommends this action to maintain consistency among the furniture at the branch libraries.*
  
- 2. Do not approve the agreements with the Agati Furniture and Yamada Enterprises. *Staff does not recommend this alternative as library furniture has long lead times and continuity between the library branches assists in maintaining good service.*

**FISCAL IMPACT**

Funding for library startup services is fully supported by Library DIF fees and the FY 2019/20 and FY 2020/21 Budgets as adopted by the City Council. Library DIF and the increased tax revenues are designated for the Library and cannot be spent elsewhere.

Description	Fund	GL Account No.	Type (Rev/Exp)	FY 19/20 Budget	Proposed Adjustments	FY 19/20 Amended Budget
Library DIF Fund	2908	2908-99-95-92908-903000	Exp		-\$157,678	
Facilities Construction	3000	3000-99-99-92908-802908	Exp		\$157,678	
Facilities Construction	3000	3000-30-40-80003-720199	Exp	\$750,000	\$157,678	\$907,678

**PREPARATION OF STAFF REPORT**

Prepared By:  
Steve Hargis  
Strategic Initiatives Manager

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

**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

**ATTACHMENTS**

- 1. Agati contract
- 2. Yamada contract

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	3/26/20 12:39 PM
City Attorney Approval	<u>✓ Approved</u>	3/20/20 12:54 PM
City Manager Approval	<u>✓ Approved</u>	3/26/20 12:42 PM

## City of Moreno Valley

**AGREEMENT FOR ON-SITE AND/OR PROFESSIONAL SERVICES**

This Agreement is made by and between the City of Moreno Valley, California, a municipal corporation, with its principal place of business at 14177 Frederick Street, Moreno Valley, CA 92552, hereinafter referred to as the “City”, and Agati Furniture, a privately held corporation with its principal place of business at 451 N. Claremont Ave., Chicago, IL, 60612, hereinafter referred to as the “Contractor,” based upon City policies and the following legal citations:

**RECITALS**

- A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors;
- B. Contractor desires to perform and assume responsibility for the provision of Library furniture and installation services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing professional Library furniture and installation services, is licensed in the State of California, if applicable;
- C. City desires to engage Contractor to render such services for the Library furniture and installation as set forth in this Agreement;
- D. The public interest, convenience, necessity and general welfare will be served by this Agreement; and
- E. This Agreement is made and entered into effective the date the City signs this Agreement.

**TERMS****1. CONTRACTOR INFORMATION:**

Contractor’s Name: Agati Furniture  
 Address: 451 N. Claremont Ave.  
 City: Chicago State: IL Zip: 60612  
 Business Phone: 312.829.1977 Fax No. 312.829.8249  
 Other Contact Number:  
 Business License Number: in progress  
 Federal Tax I.D. Number: 36-3529331

**2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:**

- A. The Contractor’s scope of service is described in Exhibit “A” attached hereto and incorporated herein by this reference.
- B. The City’s responsibilities, other than payment, are described in Exhibit “B” attached hereto and incorporated herein by this reference.



- C. Payment terms are provided in Exhibit “C” attached hereto and incorporated herein by this reference.
- D. The term of this Agreement shall be from April 8, 2020 to December 31, 2020, unless terminated earlier as provided herein. The City acknowledges that it will not unreasonably withhold approval of the Contractor’s requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor’s reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

3. **STANDARD TERMS AND CONDITIONS:**

- A. Control of Work. Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The City will not provide any training to Contractor or his/her/its employees.
- B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services is paid by the Contractor, an agent or employee of the City, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the City, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the City.
- C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the City. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the City shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].
- D. Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.
- E. Substitution of Key Personnel. Contractor has represented to City that certain key personnel will perform and coordinate the services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the project or a threat to the safety of persons or property, shall be promptly

removed from the project by the Contractor at the request of the City. The key personnel for performance of this Agreement are as follows: **Diane Strohm**.

- F. City's Representative. The City hereby designates the City Manager, or his designee **Steve Hargis**, to act as its representative for the performance of this Agreement ("City's Representative"). Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.
- G. Contractor's Representative. Contractor hereby designates **Diane Strohm**, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the services under this Agreement.
- H. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Agreement. Contractor shall be liable for all violations of such laws and regulations in connection with services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.
- I. Standard of Care; Performance of Employees. Contractor shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the profession necessary to perform the services. Contractor warrants that all employees and subcontractor shall have sufficient skill and experience to perform the services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the services and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any employee of the Contractor or its subcontractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the services in a manner acceptable to the City, shall be promptly removed from the project by the Contractor and shall not be re-employed to perform any of the services or to work on the project.
- J. Contractor Indemnification. Contractor shall indemnify, defend and hold the City, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District (CSD), their officers, agents and employees

harmless from any and all claims, damages, losses, causes of action and demands, including, without limitation, the payment of all consequential damages, expert witness fees, reasonable attorney's fees and other related costs and expenses, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Agreement and this Agreement. Acceptance of this Agreement signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees.

- K. Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section "J" that may be brought or instituted against City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.
- L. Insurance Requirements. The Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

The Contractor shall procure and maintain, at its sole expense, Workers' Compensation Insurance in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Contractor and the City, the Housing Authority and CSD against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form "Exception to Worker's Compensation Coverage" is signed, notarized and attached to this Agreement

⊗ General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or

property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, sub-Contractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum amounts provided below:

- Bodily Injury           \$1,000,000 per occurrence/ \$2,000,000 aggregate
- Property Damage       \$500,000 per occurrence/ \$500,000 aggregate

~~Professional Errors and Omission Insurance such coverage shall not be less than \$1,000,000 per claim and aggregate.~~

Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/CSD/Housing Authority premises. Such coverage limits shall not be less than \$1,000,000 combined single limit.

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

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

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

M. Intellectual Property. Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the City unless explicitly stated

otherwise in this Agreement. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Agreement. The City and the Contractor agree that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

- N. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.
- O. (a) The City may terminate the whole or any part of this Agreement at any time without cause by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue work through the date of termination, provided that no work or service(s) shall be commenced or continued after receipt of the notice which is not intended to protect the interest of the City. The City shall pay the Contractor within thirty (30) days after receiving any invoice after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.
- (b) Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Contractor shall perform no further work or service(s) under the Agreement unless the notice of termination authorizes such further work.
- (c) If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished documents and data and other information of any kind prepared by Contractor in connection with the performance of services under this Agreement. Contractor shall be required to provide such documents and other information within fifteen (15) days of the request.
- (d) In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, similar to those terminated.
- P. Payment. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The City will not withhold any sums from compensation payable to Contractor. Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor's time and materials charges under the Agreement. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Agreement.

- Q. Restrictions on City Employees. The Contractor shall not employ any City employee or official in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.
- R. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.
- S. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**Contractor:**

Agati Furniture  
 451 N. Claremont Ave.  
 Chicago, IL 60612  
 Attn: Diane Strohm

**City:**

City of Moreno Valley  
 14177 Frederick Street  
 P.O. Box 88005  
 Moreno Valley, CA 92552  
 Attn: Steve Hargis, Financial & Administrative Services  
 Department

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

- T. Time of Essence. Time is of the essence for each and every provision of this Agreement.
- U. City’s Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this project.
- V. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.
- W. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.
- X. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the parties.

- Y. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.
- Z. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- AA. Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.
- BB Supplementary General Conditions (for projects that are funded by Federal programs). The following provisions, pursuant to 44 Code of Federal Regulations, Part 13, Subpart C, Section 13.36, as it may be amended from time to time, are included in the Agreement and are required to be included in all subcontracts entered into by CONTRACTOR for work pursuant to the Agreement, unless otherwise expressly provided herein. These provisions supersede any conflicting provisions in the General Conditions and shall take precedence over the General Conditions for purposes of interpretation of the General Conditions. These provisions do not otherwise modify or replace General Conditions not in direct conflict with these provisions. Definitions used in these provisions are as contained in the General Conditions.
1. CONTRACTOR shall be subject to the administrative, contractual, and legal remedies provided in the General Conditions in the event CONTRACTOR violates or breaches terms of the Agreement.
  2. CITY may terminate the Agreement for cause or for convenience, and CONTRACTOR may terminate the Agreement, as provided the General Conditions.
  3. CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by CITY and/or subcontracts in excess of \$10,000 entered into by CONTRACTOR.)
  4. CONTRACTOR shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and subcontracts for construction or repair.)
  5. CONTRACTOR shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a7) as supplemented by Department of Labor regulations (29 CFR Part 5).
  6. CONTRACTOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327330) as supplemented by Department of Labor regulations (29 CFR Part 5).
  7. CONTRACTOR shall observe CITY requirements and regulations pertaining to reporting included in the General Conditions.

8. Patent rights with respect to any discovery or invention which arises or is developed in the course of or under the Agreement shall be retained by the CITY.
9. Copyrights and rights in data developed in the course of or under the Agreement shall be the property of the CITY. FEMA/CalOES reserve a royalty-free, nonexclusive, irrevocable license to reproduce, publish or otherwise use or authorize to others to use for federal purposes a copyright in any work developed under the Agreement and/or subcontracts for work pursuant to the Agreement.
10. CONTRACTOR shall provide access by the City, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
11. CONTRACTOR shall retain all required records for three years after CITY makes final payments and all other pending matters relating to the Agreement are closed.
12. CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (This provision applies to contracts exceeding \$100,000 and to subcontracts entered into pursuant to such contracts.)
13. CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat. 871).

**SIGNATURE PAGE TO FOLLOW**



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

City of Moreno Valley

Agati Furniture

BY: \_\_\_\_\_

Interim City Manager  
Mike Lee

\_\_\_\_\_  
Date

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

\_\_\_\_\_  
Date

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

\_\_\_\_\_  
Date

**INTERNAL USE ONLY**

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Date

Attachment: Agati contract (3974 : APPROVAL OF CONTRACTS WITH AGATI FURNITURE AND YAMADA ENTERPRISES FOR LIBRARY

**EXHIBIT A**

SCOPE OF SERVICE AND QUOTE

The scope of service and quote begins on the next page.

Attachment: Agati contract (3974 : APPROVAL OF CONTRACTS WITH AGATI FURNITURE AND YAMADA ENTERPRISES FOR LIBRARY

Quote #: 2000079.2

Project #: 200080



451 N. Claremont Ave. Chicago, IL 60612 O.312.829.1977 F. 312.829.8249

Project Name: Moreno Valley - Iris Branch

Ship to: Moreno Valley Public Library Iris Branch

Quote Recipient:

For questions on your quote please contact your Project Coordinator below

Pam Tinsley ptinsley@agati.com 312-465-4620

Please Note: Information listed below in RED is missing and will delay processing of your order

Table with 7 columns: QTY, Item#, Item Specification, List, Ext. List, Net, Ext. Net. Rows include items like GEE-STG-2001-UPS, OPT-UPH-20, OPT-TAB-02, ELEC-AXILZ-2P-1USB-WH-WH, and ETA-TBL-4254-30-ELE-B-M-MOD.

Attachment: Agati contract (3974 : APPROVAL OF CONTRACTS WITH AGATI FURNITURE AND YAMADA ENTERPRISES FOR LIBRARY

		<p>Rectangular Study Table - 1 1/4" x 1 1/2" solid wood top edge ban, marmoleum, 2 Solid Wood End Assemblies with a center stretcher, 3 power outlets 4 USB outlets, wire chase leg, plug set electrical to the ground 42w 54d 30h</p> <p><b>Top Inset Material:</b>Marmoleum-Real Caribbean 3038</p> <p><b>Top Edge Type:</b> Agati Knife Wood Edge</p> <p><b>Top Edge Material:</b> Solid Beech</p> <p><b>Base Material:</b> Wood</p> <p><b>Wood Finish:</b> AG-Natural Beech</p>				
1	T1	<p><b>ELEC-UL101-4-BC</b> Compact Plug-In Outlet Power Strip 4 outlet 6' Cord Set</p>	102.00	102.00	56.10	56.10
1	T1	<p><b>ELEC-HSWT-TM-SVL</b> Half Shell Wire Tray Top Mount <i>Finish: Metallic Silver</i></p>	122.00	122.00	67.10	67.10
2	CH1	<p><b>ETA-STG-1800-B</b> Etta Chair 19w 22 1/2 d 33 1/2h 18sh <i>Chair, Solid Wood, Seat and Back 19w 22 1/2d 33 1/2h 18sh</i></p> <p><b>Seating Wood Material:</b> Beech <b>Seating Wood Finish:</b> AG-Natural Beech</p>	790.00	1,580.00	434.50	869.00
1	WS1	<p><b>ETA-WKS-13254-3830-B-M-MOD</b> Etta Workstation 132w 54d 38h 30wsh 6 Person Double Faced Workstation - 1 1/4" x 1 1/2" solid wood top edge band, marmoleum, 2 Solid Wood End Assemblies, 1 Center Leg Assembly with center stretchers. 3Form center and patron divider panels. PC Reservation station on end.</p> <p>* Center dividers to be mounted via routed channel, patron dividers mounted with clamps. Patron dividers extend 18" out from the center dividers with eased edges. * End of table is not ADA accessible</p> <p>132w 54d 38h 30wsh</p> <p>Modification: size, 3Form center and patron divider panels, and grommets</p> <p><b>Top Inset Material:</b>Marmoleum-Real Caribbean 3038</p> <p><b>Top Edge Type:</b> Agati Knife Wood Edge</p> <p><b>Top Edge Material:</b> Solid Beech</p> <p><b>Base Material:</b> Wood</p> <p><b>Wood Finish:</b> AG-Natural Beech</p> <p><b>Divider Panel Material:</b> 3Form-Varia Ecoresin-Clear</p> <p><b>Divider Panel Finish:</b> Sand Stone</p>	25,021.36	25,021.36	13,761.75	13,761.75

Attachment: Agati contract (3974 : APPROVAL OF CONTRACTS WITH AGATI FURNITURE AND YAMADA ENTERPRISES FOR LIBRARY

		<b>Divider Panel Edge Type:</b> Sanded Edges				
4	WS1	<b>ELEC-UL206-6-BC</b> Compact Plug-In Outlet Power Strip 6 outlet 6' Cord Set	124.00	496.00	68.20	272.80
4	WS1	<b>ELEC-HSWT-TM-SVL</b> Half Shell Wire Tray Top Mount <i>Finish: Metallic Silver</i>	122.00	488.00	67.10	268.40
7	WS1	<b>ELEC-PGRM-RD-35-WH</b> Electrical Power & Data Access 3" Plastic Round Grommet and Cutout Grommet comes with cap and sleeve	133.00	931.00	73.15	512.05
7	CH1	<b>ETA-STG-1800-B</b> Etta Chair 19w 22 1/2 d 33 1/2h 18sh <i>Chair, Solid Wood, Seat and Back 19w 22 1/2d 33 1/2h 18sh</i>  <b>Seating Wood Material:</b> Beech <b>Seating Wood Finish:</b> AG-Natural Beech	790.00	5,530.00	434.50	3,041.50
2	T2	<b>ETA-TBL-42-27-ELE-B-M-MOD</b> Etta Table 42dia. 27h Round Study Table - 1 1/4" x 1 1/2" solid wood top edge ban, marmoleum, 2 Solid Wood End Assemblies with a center stretcher, 4 power and 4 (dual port) USB, wire chase leg, plug set electrical to the ground. 42dia. 27h  ** Note: 27"H for compatibility with 16" seat height chairs Modification: size <b>Top Inset Material:</b> Marmoleum-Real Caribbean 3038 <b>Top Edge Type:</b> Agati Knife Wood Edge <b>Top Edge Material:</b> Solid Beech <b>Base Material:</b> Wood <b>Wood Finish:</b> AG-Natural Beech	4,608.14	9,216.28	2,534.48	5,068.95
8	CH2	<b>ETA-STG-1600-B</b> Etta Youth Chair 18 1/2w 22 1/2 d 31 1/2h 16sh <i>Side Chair, Solid Wood, Seat and Back 18 1/2w 22 1/2d 31 1/2h 16sh</i>  <b>Seating Wood Material:</b> Beech <b>Seating Wood Finish:</b> AG-Natural Beech	790.00	6,320.00	434.50	3,476.00
3	TS1	<b>ALT5116-1</b> Toad Stool 16"	491.00	1,473.00	270.05	810.15

Attachment: Agati contract (3974 : APPROVAL OF CONTRACTS WITH AGATI FURNITURE AND YAMADA ENTERPRISES FOR LIBRARY

		16dia 16h Red/Blue				
4	TS2	<b>ALT5114-1</b> Toad Stool 14" 16dia 14h Gold/Light Green	479.00	1,916.00	263.45	1,053.80
1	BB1	<b>CUS-BOOK-BIN</b> Custom Children's Book Bin Beech solids and veneers. Book bin on casters, with eight open bins on top, and four vertical cubbers per side. 56w 36d 25h <b>Base Material:</b> Wood <b>Wood Finish:</b> AG-Natural Beech	14,369.58	14,369.58	7,903.27	7,903.27
1	SC1	<b>ETA-SLF-CHK-5430-30-B</b> Etta Self Check 1 compuer station with Marmoleum top, panel end table with 12" high back panel above the work surface. Modesty between legs to conceal cords from the window.  54w 30d 30h  ADA Compliant <b>Top Inset Material:</b> Marmoleum-Real Caribbean 3038 <b>Top Edge Type:</b> Agati Square Wood Edge <b>Top Edge Material:</b> Solid Beech <b>Base Material:</b> Wood <b>Wood Finish:</b> AG-Natural Beech	10,172.28	10,172.28	5,594.75	5,594.75
1	SC1	<b>ELEC-PGRM-RD-35-WH</b> Electrical Power & Data Access 3" Plastic Round Grommet and Cutout Grommet comes with cap and sleeve  White Grommet	133.00	133.00	73.15	73.15
1	SC1	<b>ELEC-UL101-4-BC</b> Compact Plug-In Outlet Power Strip 4 outlet 6' Cord Set	102.00	102.00	56.10	56.10
1	SC1	<b>ELEC-HSWT-TM-SVL</b> Half Shell Wire Tray Top Mount <i>Finish: Metallic Silver</i>	122.00	122.00	67.10	67.10
1	SC1	<b>ELEC-VWWC-B</b>	171.00	171.00	94.05	94.05

Attachment: Agati contract (3974 : APPROVAL OF CONTRACTS WITH AGATI FURNITURE AND YAMADA ENTERPRISES FOR LIBRARY

		Veneer Wrapped Wire Channel-Beech				
1	OPAC1	<p><b>ETA-OPAC-5430-30-B</b>                      Etta OPAC Station Seated Height                      OPAC station ADA height with additional workspace for                      purse, books, etc. end panels style.</p> <p>54w 30d 30h  <b>Top Inset Material:</b>Marmoleum-Real Caribbean 3038  <b>Top Edge Type:</b> Agati Square Wood Edge  <b>Top Edge Material:</b> Solid Beech  <b>Base Material:</b> Wood  <b>Wood Finish:</b> AG-Natural Beech</p>	8,732.03	8,732.03	4,802.62	4,802.62
1	OPAC1	<p><b>ELEC-PGRM-RD-35-WH</b>                      Electrical Power &amp; Data Access                      3" Plastic Round Grommet and Cutout                      Grommet comes with cap and sleeve</p> <p>White grommet</p>	133.00	133.00	73.15	73.15
1	OPAC1	<p><b>ELEC-UL101-4-BC</b>                      Compact Plug-In Outlet Power Strip                      4 outlet 6' Cord Set</p>	102.00	102.00	56.10	56.10
1	OPAC1	<p><b>ELEC-HSWT-TM-SVL</b>                      Half Shell Wire Tray Top Mount  <i>Finish: Metallic Silver</i></p>	122.00	122.00	67.10	67.10
1	OPAC1	<p><b>ELEC-VWWC-B</b>                      Veneer Wrapped Wire Channel-Cherry</p>	171.00	171.00	94.05	94.05
1	CH1	<p><b>ETA-STG-1800-B</b>                      Etta Chair 19w 22 1/2 d 33 1/2h 18sh  <i>Chair, Solid Wood, Seat and Back 19w 22 1/2d 33 1/2h                      18sh</i></p> <p><b>Seating Wood Material:</b> Beech  <b>Seating Wood Finish:</b> AG-Natural Beech</p>	790.00	790.00	434.50	434.50
8	T3	<p><b>TBL-TBSE-6024-29-C-F</b>                      Metal Base Tables  <i>Rectangular Flip Table with Duracast T-caster bases.                      Marmoleum or plastic laminate top. PVC edgeband,                      metal powdercoat caster base. 60w 24d 29h</i></p> <p><b>Top Inset Material:</b>Marmoleum-Real Caribbean 3038  <b>Top Edge Type:</b> 3mm PVC  <b>Top Edge Material:</b> To Match Marmoleum</p>	1,346.00	10,768.00	740.30	5,922.40

Attachment: Agati contract (3974 : APPROVAL OF CONTRACTS WITH AGATI FURNITURE AND YAMADA ENTERPRISES FOR LIBRARY

		<p><b>Base Material:</b> Metal <b>Metal Base Finish:</b> Metallic Silver</p>				
37	CH3	<p><b>SEN-STG-1000-WD-SC</b> Sensi Chair Side Chair in Maple with satin chrome finish base with built in ganging mechanism 19.5w 21.75d 34.25h 18sh</p> <p>TAG: (2) Manager's Office (4) Break Room (7) Tech (8) Tech (16) Multipurpose</p> <p><b>Seating Wood Material:</b> Beech <b>Seating Wood Finish:</b> AG-Natural Beech <b>Seating Metal Base Finish:</b> Satin</p>	604.00	22,348.00	332.20	12,291.40
1	T3	<p><b>TBL-TBSE-6024-29-C-F</b> Metal Base Tables Rectangular Flip Table with Duracast T-caster bases. Marmoleum or plastic laminate top. PVC edgeband, metal powdercoat caster base. 60w 24d 29h</p> <p>TAG: Break Room <b>Top Inset Material:</b>Marmoleum-Real Caribbean 3038 <b>Top Edge Type:</b> 3mm PVC <b>Top Edge Material:</b> To Match Marmoleum <b>Base Material:</b> Metal <b>Metal Base Finish:</b> Metallic Silver</p>	1,346.00	1,346.00	740.30	740.30
1		<p><b>FRGHT-INCL</b> Freight Included <i>Freight Included: shipping is included in your price.</i></p>	0.00	0.00	0.00	0.00
1		<p><b>INSTL-AG</b> Agati Installation Installation By Agati - Standard installation quoted at standard wage/regular hours. Overtime (nights/weekends), prevailing wage, union labor, or other special labor requirements, including but not limited to, Davis Bacon Act, Jessica Lunsford Act, certified payroll, or procedural vendor audit is subject to additional charges and will require re-quote.</p>	2,790.00	2,790.00	2,790.00	2,790.00
1		<p><b>PREV-WAGE-INSTL-AG</b> Agati Installation - Prevailing Wage Prevailing Wage Installation By Agati</p>	1,395.00	1,395.00	1,395.00	1,395.00

Attachment: Agati contract (3974 : APPROVAL OF CONTRACTS WITH AGATI FURNITURE AND YAMADA ENTERPRISES FOR LIBRARY



Quote #: 2000079.2

Project #: 200080



A.6.a

451 N. Claremont Ave. Chicago, IL 60612 O.312.829.1977 F. 312.829.8249

List Totals	181,863.61	
Sub Totals		101,908.24
Tax Totals		\$7,573.55
Net Totals		\$109,481.79

### Terms and Conditions

All prices quoted are on BuyBoard Contract  
Terms: Net 30

Prices are Valid Until Sunday, June 07, 2020

- Custom items, 3-form and solid surface quotes are good for 30 days
- Product or quantity changes requires requote
- Plastic laminate is quoted in standard grade only. Premium laminate is an up-charge.
- Lead Time: 10-12 weeks from approved shop drawings
- \*\*Please send in PO's 12-14 weeks prior to delivery\*\***
- Please send all Purchase Orders to [orders@agati.com](mailto:orders@agati.com)

### \*\*\*Please Note\*\*\*

All fabrics specified for Hampton/Nook/Pod Product Line requires a memo sample for approval unless fabric is preapproved by Agati.  
Call 312-829-1977 for preapproved list.

Attachment: Agati contract (3974 : APPROVAL OF CONTRACTS WITH AGATI FURNITURE AND YAMADA ENTERPRISES FOR LIBRARY

Quote #: 200079.2

Project #: 200080



A.6.a

Page 8 of 8

451 N. Claremont Ave.

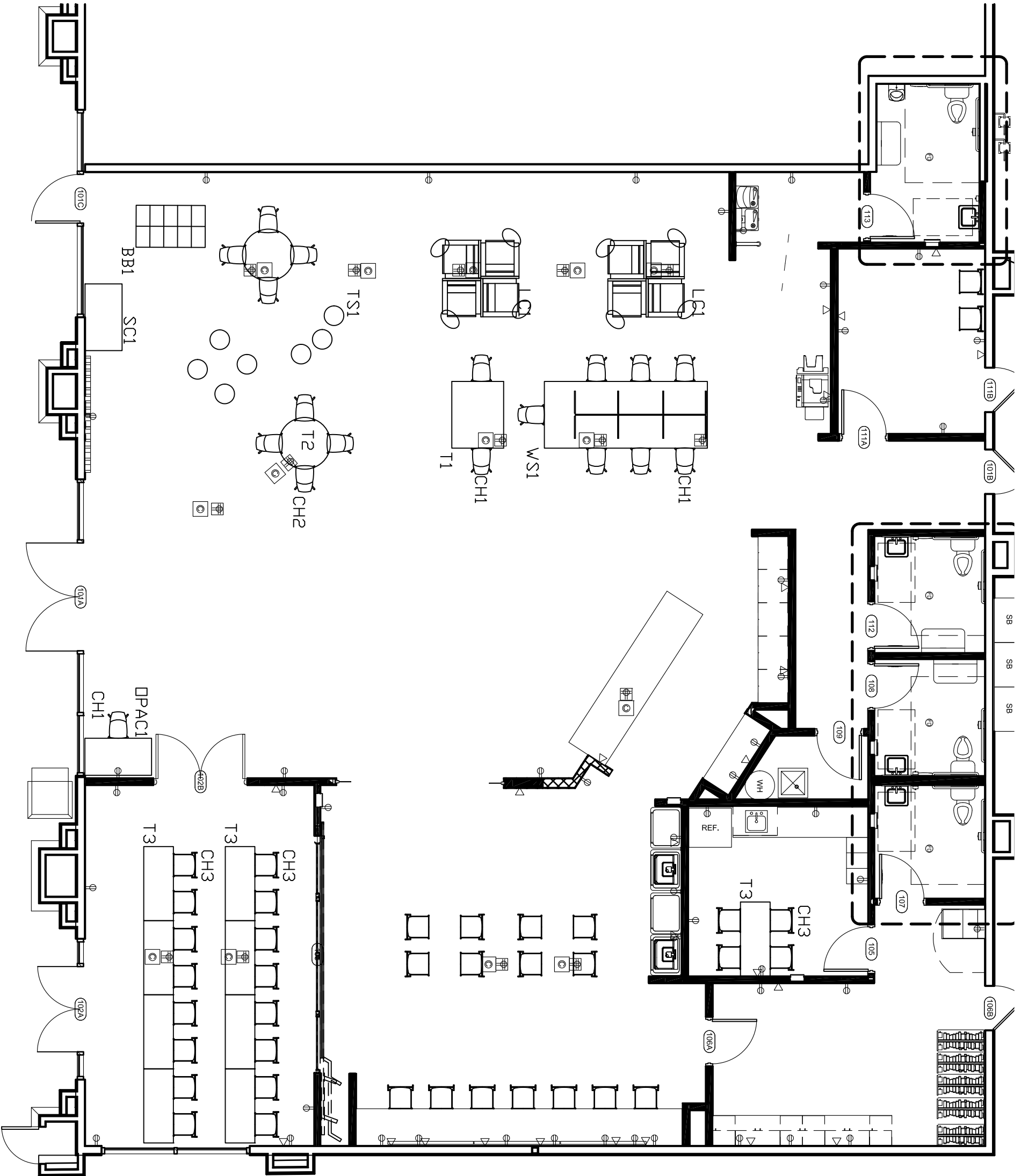
Chicago, IL 60612

O.312.829.1977

F. 312.829.8249

Attachment: Agati contract (3974 : APPROVAL OF CONTRACTS WITH AGATI FURNITURE AND YAMADA ENTERPRISES FOR LIBRARY

Packet Pg. 66



REV	DESCRIPTION	Date	APPR
*	*	*	*
*	*	*	*

**NOTICE OF CLAIM OF PROPRIETARY RIGHTS**  
 The drawings, specifications and all other information contained herein is confidential and proprietary information of Agati, Inc and may not be used, copied, distributed or otherwise disclosed to any other party without the express written consent of an authorized representative of Agati, Inc.

**AGATI FURNITURE**  
 1219 WEST LAKE ST.  
 CHICAGO, ILLINOIS 60607  
 TEL:(312)829-1977  
 FAX:(312)829-8249

PROJECT: IRIS BRANCH LIBRARY

PROJECT NO.:	200080	QTY:	*	DWG NO.:	*
SCALE:	NTS	DRAWN BY:	AGATI	SHEET NO.:	1 OF 1
DATE:	3-12-2020				

**EXHIBIT B**CITY'S RESPONSIBILITIES

1. Provide timely access to the Iris Plaza branch of the Moreno Valley Library in order to unload and install library furniture.
2. Furnish the Contractor all in-house data which is pertinent to services to be performed by the Contractor and which is within the custody or control of the City, including, but not limited to, blueprints, Computer Aided Design diagrams or files, GIS data, parcel information and such other pertinent data which may become available to the City.
3. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Contractor.
4. Provide timely City staff liaison with the Contractor when requested and when reasonably needed.

## EXHIBIT C

### TERMS OF PAYMENT

1. The Contractor's compensation shall not exceed \$109,481.79.
2. The Contractor will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: [http://www.moval.org/do\\_biz/biz-license.shtml](http://www.moval.org/do_biz/biz-license.shtml)
3. The Contractor will electronically submit an invoice to the City on a monthly basis for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services since the last invoice. At no time will the City pay for more services than have been satisfactorily completed and the City's determination of the amount due for any progress payment shall be final. The Contractor will submit all original invoices to Accounts Payable staff at [AccountsPayable@moval.org](mailto:AccountsPayable@moval.org)

Accounts Payable questions can be directed to (951) 413-3073.

Copies of invoices may be submitted to Library Services at

[steveh@moval.org](mailto:steveh@moval.org) or calls directed to (951) 413-3410.

3. The Contractor agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at: [http://www.moval.org/city\\_hall/forms.shtml#bf](http://www.moval.org/city_hall/forms.shtml#bf)
4. The minimum information required on all invoices is:
  - A. Vendor Name, Mailing Address, and Phone Number
  - B. Invoice Date
  - C. Vendor Invoice Number
  - D. City-provided Reference Number (e.g. Project, Activity)
  - E. Detailed work hours by class title (e.g. Manager, Technician, or

Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.

6. The City shall pay the Contractor for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.
7. Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.
8. Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

## City of Moreno Valley

**AGREEMENT FOR ON-SITE AND/OR PROFESSIONAL SERVICES**

This Agreement is made by and between the City of Moreno Valley, California, a municipal corporation, with its principal place of business at 14177 Frederick Street, Moreno Valley, CA 92552, hereinafter referred to as the “City”, and Yamada Enterprises, a privately held corporation, with its principal place of business at 16552 Burke Lane, Huntington Beach, CA 92647, hereinafter referred to as the “Contractor,” based upon City policies and the following legal citations:

**RECITALS**

- A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors;
- B. Contractor desires to perform and assume responsibility for the provision of Library furniture and installation services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing professional Library furniture and installation services, is licensed in the State of California, if applicable;
- C. City desires to engage Contractor to render such services for the Library furniture and installation as set forth in this Agreement;
- D. The public interest, convenience, necessity and general welfare will be served by this Agreement; and
- E. This Agreement is made and entered into effective the date the City signs this Agreement.

**TERMS****1. CONTRACTOR INFORMATION:**

Contractor’s Name: Yamada Enterprises  
 Address: 16552 Burke Lane  
 City: Huntington Beach State: CA Zip: 92647  
 Business Phone: 714.843.9882  
 Other Contact Number:  
 Business License Number: in progress  
 Federal Tax I.D. Number: 33-0783690

**2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:**

- A. The Contractor’s scope of service is described in Exhibit “A” attached hereto and incorporated herein by this reference.
- B. The City’s responsibilities, other than payment, are described in Exhibit “B” attached hereto and incorporated herein by this reference.

- C. Payment terms are provided in Exhibit “C” attached hereto and incorporated herein by this reference.
- D. The term of this Agreement shall be from April 8, 2020 to December 31, 2020, unless terminated earlier as provided herein. The City acknowledges that it will not unreasonably withhold approval of the Contractor’s requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor’s reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

3. **STANDARD TERMS AND CONDITIONS:**

- A. Control of Work. Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The City will not provide any training to Contractor or his/her/its employees.
- B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services is paid by the Contractor, an agent or employee of the City, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the City, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the City.
- C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the City. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the City shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].
- D. Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.
- E. Substitution of Key Personnel. Contractor has represented to City that certain key personnel will perform and coordinate the services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the project or a threat to the safety of persons or property, shall be promptly removed from the project by the Contractor at the request of the City. The key



personnel for performance of this Agreement are as follows: **Linda Braverman**.

- F. City's Representative. The City hereby designates the City Manager, or his designee **Steve Hargis**, to act as its representative for the performance of this Agreement ("City's Representative"). Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.
- G. Contractor's Representative. Contractor hereby designates **Linda Braverman**, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the services under this Agreement.
- H. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Agreement. Contractor shall be liable for all violations of such laws and regulations in connection with services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.
- I. Standard of Care; Performance of Employees. Contractor shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the profession necessary to perform the services. Contractor warrants that all employees and subcontractor shall have sufficient skill and experience to perform the services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, ~~permits,~~ qualifications and approvals of whatever nature that are legally required to perform the services and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any employee of the Contractor or its subcontractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the services in a manner acceptable to the City, shall be promptly removed from the project by the Contractor and shall not be re-employed to perform any of the services or to work on the project.
- J. Contractor Indemnification. Contractor shall indemnify, defend and hold the City, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District (CSD), their officers, agents and employees

harmless from any and all claims, damages, losses, causes of action and demands, including, without limitation, the payment of all consequential damages, expert witness fees, reasonable attorney's fees and other related costs and expenses, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Agreement and this Agreement. Acceptance of this Agreement signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees.

- K. Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section "J" that may be brought or instituted against City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.
- L. Insurance Requirements. The Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

The Contractor shall procure and maintain, at its sole expense, Workers' Compensation Insurance in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Contractor and the City, the Housing Authority and CSD against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form "Exception to Worker's Compensation Coverage" is signed, notarized and attached to this Agreement

⊗ General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or

property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, sub-Contractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum amounts provided below:

Bodily Injury	\$1,000,000 per occurrence/ \$2,000,000 aggregate
Property Damage	\$500,000 per occurrence/ \$500,000 aggregate

~~Professional Errors and Omission Insurance such coverage shall not be less than \$1,000,000 per claim and aggregate.~~

Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/CSD/Housing Authority premises. Such coverage limits shall not be less than \$1,000,000 combined single limit.

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

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

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

M. Intellectual Property. Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the City unless explicitly stated

otherwise in this Agreement. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Agreement. The City and the Contractor agree that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

- N. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.
- O. (a) The City may terminate the whole or any part of this Agreement at any time without cause by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue work through the date of termination, provided that no work or service(s) shall be commenced or continued after receipt of the notice which is not intended to protect the interest of the City. The City shall pay the Contractor within thirty (30) days after receiving any invoice after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.
- (b) Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Contractor shall perform no further work or service(s) under the Agreement unless the notice of termination authorizes such further work.
- (c) If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished documents and data and other information of any kind prepared by Contractor in connection with the performance of services under this Agreement. Contractor shall be required to provide such documents and other information within fifteen (15) days of the request.
- (d) In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, similar to those terminated.
- P. Payment. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The City will not withhold any sums from compensation payable to Contractor. Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor's time and materials charges under the Agreement. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Agreement.

- Q. Restrictions on City Employees. The Contractor shall not employ any City employee or official in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.
- R. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.
- S. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**Contractor:**

Yamada Enterprises  
 16552 Burke Lane  
 Huntington Beach, CA 92647  
 Attn: Linda Braverman

**City:**

City of Moreno Valley  
 14177 Frederick Street  
 P.O. Box 88005  
 Moreno Valley, CA 92552  
 Attn: Steve Hargis, Financial & Administrative Services  
 Department

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

- T. Time of Essence. Time is of the essence for each and every provision of this Agreement.
- U. City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this project.
- V. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.
- W. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.
- X. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the parties.

- Y. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.
- Z. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- AA. Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.
- BB Supplementary General Conditions (for projects that are funded by Federal programs). The following provisions, pursuant to 44 Code of Federal Regulations, Part 13, Subpart C, Section 13.36, as it may be amended from time to time, are included in the Agreement and are required to be included in all subcontracts entered into by CONTRACTOR for work pursuant to the Agreement, unless otherwise expressly provided herein. These provisions supersede any conflicting provisions in the General Conditions and shall take precedence over the General Conditions for purposes of interpretation of the General Conditions. These provisions do not otherwise modify or replace General Conditions not in direct conflict with these provisions. Definitions used in these provisions are as contained in the General Conditions.
1. CONTRACTOR shall be subject to the administrative, contractual, and legal remedies provided in the General Conditions in the event CONTRACTOR violates or breaches terms of the Agreement.
  2. CITY may terminate the Agreement for cause or for convenience, and CONTRACTOR may terminate the Agreement, as provided the General Conditions.
  3. CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by CITY and/or subcontracts in excess of \$10,000 entered into by CONTRACTOR.)
  4. CONTRACTOR shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and subcontracts for construction or repair.)
  5. CONTRACTOR shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a7) as supplemented by Department of Labor regulations (29 CFR Part 5).
  6. CONTRACTOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327330) as supplemented by Department of Labor regulations (29 CFR Part 5).
  7. CONTRACTOR shall observe CITY requirements and regulations pertaining to reporting included in the General Conditions.

8. Patent rights with respect to any discovery or invention which arises or is developed in the course of or under the Agreement shall be retained by the CITY.
9. Copyrights and rights in data developed in the course of or under the Agreement shall be the property of the CITY. FEMA/CalOES reserve a royalty-free, nonexclusive, irrevocable license to reproduce, publish or otherwise use or authorize to others to use for federal purposes a copyright in any work developed under the Agreement and/or subcontracts for work pursuant to the Agreement.
10. CONTRACTOR shall provide access by the City, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
11. CONTRACTOR shall retain all required records for three years after CITY makes final payments and all other pending matters relating to the Agreement are closed.
12. CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (This provision applies to contracts exceeding \$100,000 and to subcontracts entered into pursuant to such contracts.)
13. CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat. 871).

**SIGNATURE PAGE TO FOLLOW**

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

City of Moreno Valley

Yamada Enterprises

BY: \_\_\_\_\_

Interim City Manager  
Mike Lee

\_\_\_\_\_  
Date

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

\_\_\_\_\_  
Date

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

\_\_\_\_\_  
Date

**INTERNAL USE ONLY**

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Date

Attachment: Yamada contract (3974 : APPROVAL OF CONTRACTS WITH AGATI FURNITURE AND YAMADA ENTERPRISES FOR LIBRARY



**EXHIBIT A**

SCOPE OF SERVICE AND QUOTE

The scope of service and quote begins on the next page.



16552 Burke Lane, Huntington Beach, CA 92647-4538  
 (714) 843-9882 • (800) 444-4594 • FAX (714) 843-9202

To: Maria Sunio

Date: 3/10/2020

Job Location: Iris BL

Est. Lead Time: 60-90 Days

Freight: Included

F.O.B.: Destination

Terms: 50% Dep/Bal Net 30

ITEM	QTY.	PART NO.	DESCRIPTION	UNIT LIST PRICE	DISC.	UNIT NET COST	EXTENDED NET COST
<b>Estey Steel Library Bookstacks</b>							
<b>Adult Books</b>							
<b>TYPE A</b>							
1.	8	W2-9036	Welded frame, 84"H x 36"W.	158.00	64.430%	\$56.20	\$449.6
	8	MPDB2-3612A	Single face multipurpose divider base shelf with six dividers.	123.00	64.430%	\$43.75	\$350.0
	48	BLIB3610A	Adjustable integral back shelf with sliding wire divider, 36"W x 10"D.	57.00	64.430%	\$20.27	\$973.2
	8	CTS2-3612	Steel canopy top, 36".	47.00	64.430%	\$16.72	\$133.7
<b>Children's Area</b>							
<b>TYPE B</b>							
2.	2	W2-4536	Welded frame, 45"H x 36"W.	132.00	64.430%	\$46.95	\$93.9
	2	TBDA2-3612A	Divider base shelf with five dividers, 36"W x 12"D.	132.00	64.430%	\$46.95	\$93.9
	4	BDA3612A	Adjustable divider shelf with five dividers, 36"W x 12"D.	81.00	64.430%	\$28.81	\$115.2
<b>TYPE C</b>							
3.	7	W2-4536	Welded frame, 45"H x 36"W.	132.00	64.430%	\$46.95	\$328.6
	7	WIBBS3612A	Integral back base shelf, 36"W x 12"D.	115.00	64.430%	\$40.91	\$286.3

Attachment: Yamada contract (3974 : APPROVAL OF CONTRACTS WITH AGATI FURNITURE AND

	14	BLIB3610A	Adjustable integral back shelf with sliding wire divider, 36"W x 10"D.	64.00	64.430%	\$22.76	\$318.71
			<b>TYPE D</b>				
4.	1	MSF72.37522	Mobile shelving base, 72"L x 22"D.	1,735.00	64.430%	\$617.14	\$617.1
	2	W2-4536	Welded frame, 45"H x 36"W.	132.00	64.430%	\$46.95	\$93.9
	12	BLIB3612A	Adjustable integral back shelf with sliding wire divider, 36"W x 12"D.	64.00	64.430%	\$22.76	\$273.1
	3	GD2-11CA	Double face gusset assembly, 22"D.	83.00	64.430%	\$29.52	\$88.5
			<b>Teen Area</b>				
			<b>TYPE E</b>				
5.	2	MSF72.37522	Mobile shelving base, 72"L x 22"D.	1,735.00	64.430%	\$617.14	\$1,234.2
	4	W2-4536	Welded frame, 45"H x 36"W.	132.00	64.430%	\$46.95	\$187.8
	24	BLIB3612A	Adjustable integral back shelf with sliding wire divider, 36"W x 12"D.	64.00	64.430%	\$22.76	\$546.3
	6	GD2-11CA	Double face gusset assembly, 22"D.	83.00	64.430%	\$29.52	\$177.1
			<b>Adult AV</b>				
			<b>TYPE F</b>				
6.	1	MSF72.37522	Mobile shelving base, 72"L x 22"D.	1,735.00	64.430%	\$617.14	\$617.1
	2	W2-4536	Welded frame, 45"H x 36"W.	132.00	64.430%	\$46.95	\$93.9
	12	MP3610A	Adjustable multipurpose shelf, 36"W x 10"D.	75.00	64.430%	\$26.68	\$320.1
	3	GD2-11CA	Double face gusset assembly, 22"D.	83.00	64.430%	\$29.52	\$88.5
			<b>Workroom</b>				
			<b>TYPE G</b>				
7.	1	W2-9036	Welded frame, 90"H x 36"W.	158.00	64.430%	\$56.20	\$56.2
	1	WA2-3616A	Base shelf, 36"W x 16"D.	133.00	64.430%	\$47.31	\$47.3
	6	BL3616A	Adjustable shelf, 36"W x 16"D.	63.00	64.430%	\$22.41	\$134.4
	1	W2-9030	Welded frame, 90"H x 30"W.	158.00	64.430%	\$56.20	\$56.2
	1	WA2-3016A	Base shelf, 30"W x 16"D.	133.00	64.430%	\$47.31	\$47.3
	6	BL3016A	Adjustable shelf, 30"W x 16"D.	63.00	64.430%	\$22.41	\$134.4
	1	WSP2-9016A	Steel end panel, 90"H x 16"D.	232.00	64.430%	\$82.52	\$82.5
			<b>Workroom</b>				

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<b>TYPE H</b>							
8.	1	W2-7236	Welded frame, 72"H x 36"W.	148.00	64.430%	\$52.64	\$52.6
	1	WIBBS3612A	Integral back base shelf, 36"W x 12"D.	115.00	64.430%	\$40.91	\$40.9
	4	BLIB3612A	Adjustable integral back shelf with sliding wire divider, 36"W x 12"D.	64.00	64.430%	\$22.76	\$91.0
<b>ACCESSORIES</b>							
9.	31	WCLIP	Wall clip.	0.99	64.430%	\$0.35	\$10.9
10.	17	CTIB10S	Canopy top supports, 10".	11.20	64.430%	\$3.98	\$67.7
11.	24	CAS-MOB	Casters for mobile shelving base.	\$20.00	64.430%	\$7.11	\$170.7
12.	3	HDWPKG	Anchoring hardware.	\$20.00	64.430%	\$7.11	\$21.3
13.	8	OMI-MEP5024	End panels for 45"H x 24"D double face mobile shelving, veneer with 3/8" solid wood edge. Wood: Beech Finish: To match Agati Natural Beech	1,350.00	64.430%	\$480.20	\$3,841.5
14.	4	OMI-EP9012	End panels for 90"H x 12"D single face shelving, veneer with 3/8" solid wood edge. Wood: Beech Finish: To match Agati Natural Beech	1,350.00	64.430%	\$480.20	\$1,920.7
15.	2	OMI-EP7212	End panels for 72"H x 12"D single face shelving, veneer with 3/8" solid wood edge. Wood: Beech Finish: To match Agati Natural Beech	1,200.00	64.430%	\$426.84	\$853.6
16.	1	OMI-EP4812	End panels for 48"H x 12"D single face shelving, veneer with 3/8" solid wood edge. Wood: Beech Finish: To match Agati Natural Beech	500.00	64.430%	\$177.85	\$177.8
17.	4	OMI-CT7224	Canopy top for mobile shelving 72"L x 24"D, high pressure laminate with 3/8" solid wood edge. Laminate: TBD Wood: Beech Finish: To match Agati Natural Beech	1,600.00	64.430%	\$569.12	\$2,276.4

Attachment: Yamada contract (3974 : APPROVAL OF CONTRACTS WITH AGATI FURNITURE AND

18.	1	OMI-CT32412	Canopy top 324"L x 12"D, high pressure laminate with 3/8" solid wood edge. Laminate: TBD Wood: Beech Finish: To match Agati Natural Beech	3,000.00	64.430%	\$1,067.10	\$1,067.1
19.	1	OMICF9012	Corner filler, 90"H x 12" x 12".	750.00	64.430%	\$266.78	\$266.7
20.	8	OMI-WKP72	Wood kick plate for mobile shelving. Wood: Beech Finish: To match Agati Natural Beech	280.00	64.430%	\$99.60	\$796.7

**NOTES:**

Color is Estey standard.  
 Kickplate can be black or same color as shelving.  
 Seismic calculations are included.  
 Pricing per CMAS Contract #4-11-71-0066D, Expiration 06-30-21.  
 Other Services include receiving of material, delivery to library location, and removal of all debris and trash.

				<b>COST OF MATERIALS</b>		\$19,696.2
				<b>SALES TAX</b>	<b>7.750%</b>	\$1,526.4
				<b>SHOP DRAWINGS</b>		\$200.0
				<b>CALCULATIONS</b>		\$1,500.0
				<b>FREIGHT</b>		\$3,485.0
				<b>OTHER SERVICES</b>		\$590.8
				<b>INSTALLATION</b>	<b>30.00%</b>	\$5,908.8
				<b>TOTAL</b>		<b>\$32,907.4</b>

1. This quotation is subject to change unless accepted within 30 days from the above date.
2. Shipping dates are approximate and are based upon receipt of all necessary information.
3. Prices quoted do not include direct taxes imposed by Federal, State or Municipal authorities unless stated.
4. A service charge of 1½% per month (18% annum) will be charged on all past due accounts.

*Linda Braverman*

Linda Braverman  
[linda@yamadaenterprises.com](mailto:linda@yamadaenterprises.com)

Attachment: Yamada contract (3974 : APPROVAL OF CONTRACTS WITH AGATI FURNITURE AND

THIS DRAWING AND THE INFORMATION CONTAINED HEREIN ARE THE PROPERTY OF YAMADA ENTERPRISES.

THIS DRAWING IS PROPRIETARY AND MAY NOT BE COPIED OR DISSEMINATED WITHOUT WRITTEN PERMISSION FROM YAMADA ENTERPRISES.

ARCHITECT'S / ENGINEER'S STAMP:

LEGEND

- 36"W STACK
- 30"W STACK
- STEEL CANOPY TOP
- P.L. CANOPY TOP
- P.L. CANOPY TOP ITEM #
- END PANEL ITEM #
- FILLER ITEM #

REV. #	DESCRIPTION	DATE:
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-

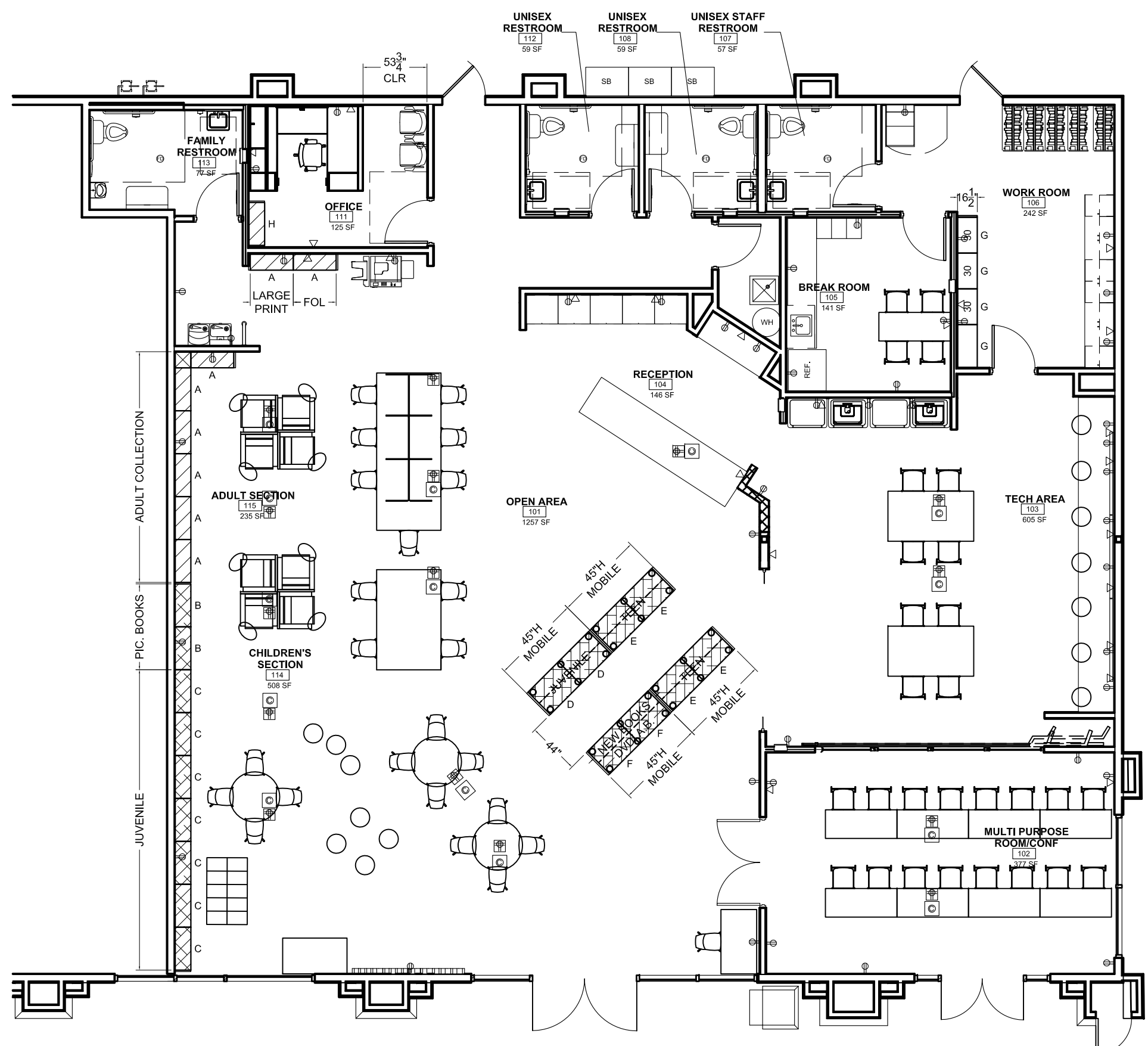
CUSTOMER:  
**IRIS BRANCH LIBRARY**  
 25480 ALESSANDRO BLVD  
 MORENO VALLEY CA 92553

16552 Burke Lane Huntington Beach, CA 92647  
 (800) 444-4594 FAX (714) 843-9202

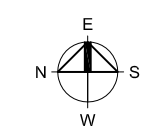
DRAWN BY: O.TREJO DATE: 03-10-20  
 SCALE: 1/8" = 1'-0"

ITEM DESCRIPTION:  
**FURNITURE LAYOUT  
 GROUND FLOOR**

SHEET:



**FLOOR PLAN**



Attachment: Yamada contract (3974 : APPROVAL OF CONTRACTS WITH AGATI FURNITURE AND YAMADA ENTERPRISES FOR LIBRARY

# Shelving Calculator

DATE

Qty	Ht	Width	SF or DF	Shelves /Sect	Total Shelves	Collection	Shelf Type	Items per Shelf	Total Items	Type
	45	36	DF	6	0	Books	IB	30	0	
	45	30	SF	3	0	Books	IB	25	0	
	45	30	DF	6	0	Books	IB	25	0	
2	45	36	SF	3	6	Pict Book	Divider	60	360	Children's
7	45	36	SF	3	21	Books	IB	30	630	Juvy
2	45	36	DF	6	12	Books	IB	30	360	Juvy
4	45	36	DF	6	24	Books	IB	30	720	Teen
2	45	36	SF	3	6	Media	MP	90	540	DVD/ A.B.
2	45	36	SF	3	6	Books	IB	30	180	New Book:
	48	30	SF	4	0	Media	MP	75	0	
	48	30	DF	8	0	Media	MP	75	0	
	66	36	SF	5	0	Books	IB	30	0	
	66	36	SF	5	0	Books	IB	30	0	
	66	30	SF	5	0	Books	IB	25	0	
	66	30	DF	10	0	Books	IB	25	0	
	84	36	SF	6	0	Books	IB	30	0	
	84	36	DF	12	0	Books	IB	30	0	
	84	30	SF	6	0	Books	IB	25	0	
	84	30	DF	12	0	Books	IB	25	0	
7	90	36	SF	7	49	Books	IB	30	1470	Adult
	90	36	DF	14	0	Books	IB	30	0	
	90	30	SF	7	0	Books	IB	25	0	
	90	30	DF	14	0	Books	IB	25	0	
<b>TOTAL</b>					124				4,260	

Attachment: Yamada contract (3974 : APPROVAL OF CONTRACTS WITH AGATI FURNITURE AND YAMADA ENTERPRISES FOR LIBRARY



16552 Burke Lane, Huntington Beach, CA 92647-4538  
 (714) 843-9882 • (800) 444-4594 • FAX (714) 843-9202

To: Maria Sunio

Date: 3/10/2020  
 Job Location: Iris BL  
 Est. Lead Time: 30 Days  
 Freight: Included  
 F.O.B.: Destination  
 Terms: 50% Dep/Bal Net 30

ITEM	QTY.	PART NO.	DESCRIPTION	UNIT LIST PRICE	DISC.	UNIT NET COST	EXTENED NET COST
			<b>SitOnIt</b>				
1.	3	1033 BK2 F/e3 AR6 VG4 CS6 CH1 B21 MC24 FC13 AL3 LA5 AB	Novo Task Chair with multi-adjustable arms, Synchro mechanism with seat depth adjustment, standard cylinder, and hard floor and carpet casters. 26"W x 26"D x 39"H with 17" - 20.625"H seat. Fabric: Grade 4 Mesh Color: TBD Plastic Shell Color: TBD	\$898.00	64.000%	\$323.28	\$969.8
2.	2	1033 B AR6 VG4 CS6 S1 B21 MC24 BK1 FC13 AL3 LA5 AB	Novo Task Stool with multi-adjustable arms, Synchro mechanism with seat depth adjustment, standard cylinder, and hard floor and carpet casters. 26"W x 26"D x 39"H with 21.375 - 29"H seat. Fabric: Grade 4 Mesh Color: TBD Plastic Shell Color: TBD	\$868.00	64.000%	\$312.48	\$624.9

Attachment: Yamada contract (3974 : APPROVAL OF CONTRACTS WITH AGATI FURNITURE AND




**NOTES:**

Pricing per CMAS Contract 4-18-71-0092B, 04/24/18 through 12/19/22  
 DIR #1000001651  
 SOI TVR#: 201662

				<b>COST OF MATERIALS</b>		\$1,594.8
				<b>LABOR</b>		\$400.0
				<b>SUBTOTAL</b>		\$1,994.8
				<b>SALES TAX</b>	<b>7.750%</b>	\$154.6
				<b>FREIGHT</b>		Include
				<b>TOTAL</b>		<b>\$2,149.4</b>

1. This quotation is subject to change unless accepted within 30 days from the above date.
2. Shipping dates are approximate and are based upon receipt of all necessary information.
3. Prices quoted do not include direct taxes imposed by Federal, State or Municipal authorities unless stated.
4. A service charge of 1½% per month (18% annum) will be charged on all past due accounts.
5. If paying with credit card, add 3.5% to total.

*Linda Braverman*  
 Linda Braverman  
[linda@yamadaenterprises.com](mailto:linda@yamadaenterprises.com)

Attachment: Yamada contract (3974 : APPROVAL OF CONTRACTS WITH A GATI FURNITURE AND

# NOVO

MAKING EVERYWHERE NEW AGAIN.



**List Price:** \$898.00  
**Valid as of:** LIST PRICE 09/2019  
**Product Code:** 1033 BK2 F/e3 AR6 VG4 CS6 CH1  
 B21 MC24 FC13 AL3 LA5 AB

SIZE:	Highback
FRAME COLOR:	Fog
MESH COLOR:	Electric Blue
LUMBAR COLOR:	Fog Lumbar
LUMBAR ACCENT COLOR:	Electric Blue
CAL 133:	No CAL 133
TEXTILE:	Grade 4
ARM STYLE:	Multi-Adjustable (height/width)
MECHANISM:	Standard Synchro with Seat Depth Adjustment
CYLINDER HEIGHT:	Standard Cylinder
BASE COLOR:	Fog Nylon
CASTERS:	Hard Floor and Carpet Casters
PACKAGING:	Assembled in a Bag (Southern CA Only)

## Textile Specifications

Manufacturer:	SitOnIt
Pattern:	Sili-Tex Leather
Colorway:	Bell
Grade:	4

Images, lead times, textiles, frame colors, accessories and options depicted are for marketing purposes only. Price quotes are for a single unit and other discounts may apply. Your final price will be confirmed when an order is placed.

# NOVO

Making everywhere new again.

Novo blends a new look of classic design and tasteful features with a sophisticated color palette for unrivaled value in an economical task chair.



- Midback and highback task chairs
- Adjustable lumbar support is standard
- 3 frame colors
- 3 lumbar colors with 13 lumbar accent colors
- 12 mesh colors
- Basic, standard synchro and swivel tilt mechanisms
- 3 arm types
- Textured designer arms
- Optional seat depth adjustment
- Optional polished aluminum base
- Waterfall seat
- 300 lb. weight capacity
- Lifetime Warranty on all structural components; 12 Years for 24/7 use

# NOVO STOOL

MAKING EVERYWHERE NEW AGAIN.



**List Price:** \$868.00  
**Valid as of:** LIST PRICE 09/2019  
**Product Code:** 1033 B AR6 VG4 CS6 S1 B21 MC24  
 BK1 FC13 AL3 LA5 AB

SIZE:	Midback
FRAME COLOR:	Fog
MESH COLOR:	Electric Blue
LUMBAR COLOR:	Fog Lumbar
LUMBAR ACCENT COLOR:	Electric Blue
CAL 133:	No CAL 133
TEXTILE:	Grade 4
ARM STYLE:	Multi-Adjustable (height/width)
MECHANISM:	Basic
STOOL KIT:	Standard Stool Kit
BASE COLOR:	Fog Nylon
CASTERS:	Hard Floor and Carpet Casters
PACKAGING:	Assembled in a Bag (Southern CA Only)

## Textile Specifications

Manufacturer:	SitOnIt
Pattern:	Sili-Tex Leather
Colorway:	Bell
Grade:	4

Images, lead times, textiles, frame colors, accessories and options depicted are for marketing purposes only. Price quotes are for a single unit and other discounts may apply. Your final price will be confirmed when an order is placed.

# NOVO STOOL

Making everywhere new again.

NovoStool blends a new look of classic design and tasteful features with a sophisticated color palette for unrivaled value in an economical task stool.



- Midback task stool
- Adjustable lumbar support is standard
- 3 frame colors
- 3 lumbar colors with 13 lumbar accent colors
- 12 mesh colors
- Basic mechanism
- 3 arm types
- Textured designer arms
- Two stool heights
- Optional polished aluminum base
- Waterfall seat
- 300 lb. weight capacity
- Lifetime Warranty on all structural components; 12 Years for 24/7 use



16552 Burke Lane, Huntington Beach, CA 92647-4538  
 (714) 843-9882 • (800) 444-4594 • FAX (714) 843-9202

To: Maria Sunio

Date: 3/10/2020  
 Job Location: Iris BL  
 Est. Lead Time: 90-120 Days  
 Freight: Included  
 F.O.B.: Destination  
 Terms: 50% Dep/Bal Net 30

ITEM	QTY.	PART NO.	DESCRIPTION	UNIT LIST PRICE	DISC.	UNIT NET COST	EXTENDED NET COST
			<b>JSI</b>				
1.	1	VL3072RDF	Vision box/box/file pedestal desk with recessed modesty panel, right. Includes lock on pedestal.	\$1,604.00	50.000%	\$802.00	\$802.00
2.	1	VL2442EB	Vision bridge with modesty panel.	\$506.00	50.000%	\$253.00	\$253.00
3.	1	VL2472LC	Vision file/file credenza, left. Includes lock on pedestal.	\$1,418.00	50.000%	\$709.00	\$709.00
4.	1	VL1672SO	Vision overhead with laminate doors.	\$1,422.00	50.000%	\$711.00	\$711.00
5.	1	LK	Locks for above laminate doors.	\$236.00	50.000%	\$118.00	\$118.00
6.	1	VS72TK	Tack board, Grade C fabric.	\$462.00	50.000%	\$231.00	\$231.00
7.	1	TL31LED-S	LED task light starter, 31"W.	\$652.00	50.000%	\$326.00	\$326.00
8.	1	TL31LED-A	Led task light adder, 31"W	\$575.00	50.000%	\$287.50	\$287.50
9.	1	AKS	Articulating keyboard tray.	\$546.00	50.000%	\$273.00	\$273.00
10.	1	MT2	Mouse pad.	\$170.00	50.000%	\$85.00	\$85.00
11.	1	AMA3B	Monitor support arm.	\$514.00	50.000%	\$257.00	\$257.00
12.	4	36WCT	Wire management trough, 36"L.	\$121.00	50.000%	\$60.50	\$242.00
13.	2	04WVS	Wire management Velcro straps.	\$43.00	50.000%	\$21.50	\$43.00

Attachment: Yamada contract (3974 : APPROVAL OF CONTRACTS WITH AGATI FURNITURE AND

**NOTES:**

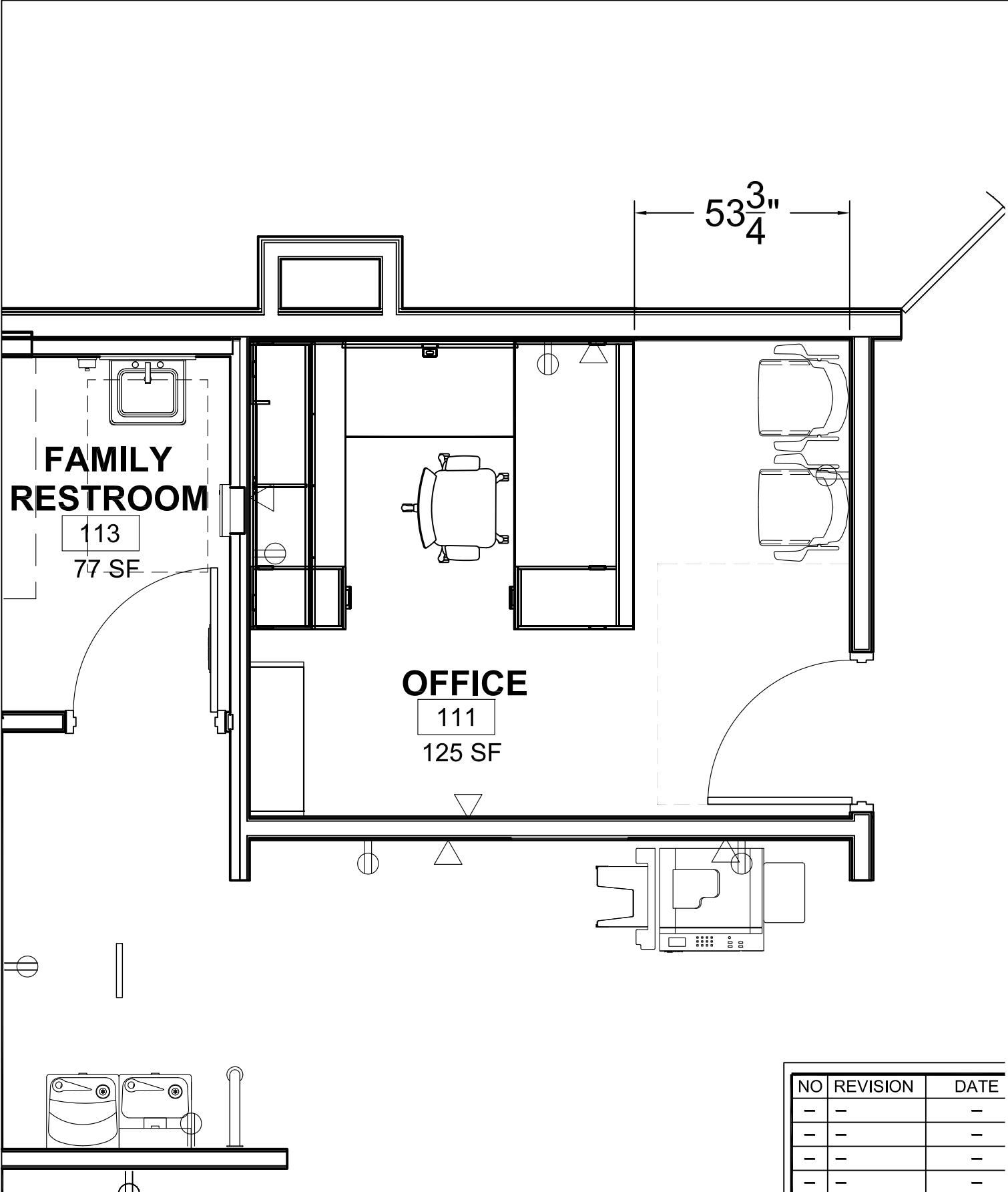
Pricing per County of San Bernardino Furniture Contract #16-153, 04/12/16 through 04/11/21.  
 DIR #1000001651

				<b>COST OF MATERIALS</b>		\$4,337.00
				<b>LABOR</b>		\$1,100.00
				<b>SUBTOTAL</b>		\$5,437.00
				<b>SALES TAX</b>	<b>7.750%</b>	\$421.00
				<b>FREIGHT</b>		Includ
				<b>TOTAL</b>		<b>\$5,858.00</b>

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4. A service charge of 1½% per month (18% annum) will be charged on all past due accounts.
5. If paying with credit card, add 3.5% to total.

*Linda Braverman*  
 Linda Braverman  
[linda@yamadaenterprises.com](mailto:linda@yamadaenterprises.com)

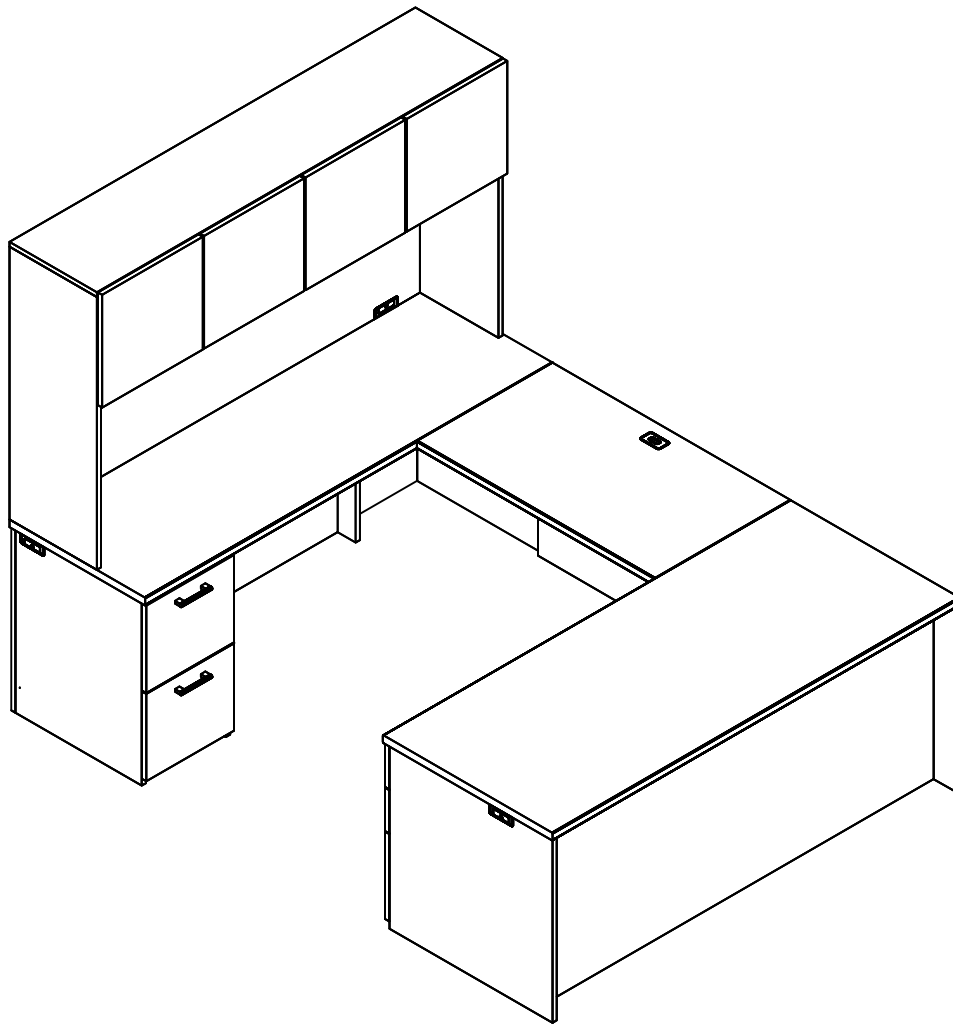
Attachment: Yamada contract (3974 : APPROVAL OF CONTRACTS WITH A GATI FURNITURE AND



Attachment: Yamada contract (3974 : APPROVAL OF CONTRACTS WITH AGATI FURNITURE AND YAMADA ENTERPRISES FOR LIBRARY

NO	REVISION	DATE
-	-	-
-	-	-
-	-	-
-	-	-





NO	REVISION	DATE
-	-	-
-	-	-
-	-	-
-	-	-

Attachment: Yamada contract (3974 : APPROVAL OF CONTRACTS WITH AGATI FURNITURE AND YAMADA ENTERPRISES FOR LIBRARY

### 3D VIEW - OPTION 2

SCALE: 1/2"=1'-0"

IRIS BRANCH LIBRARY  
- MANAGERS OFFICE -

3D(2)

Packet Pg. 97



16552 Burke Lane, Huntington Beach, CA 92647-4538  
 (714) 843-9882 • (800) 444-4594 • FAX (714) 843-9202

To: Maria Sunio

Date: 3/10/2020  
 Job Location: Iris BL  
 Est. Lead Time: 90-120 Days  
 Freight: Included  
 F.O.B.: Destination  
 Terms: 50% Dep/Bal Net 30

ITEM	QTY.	PART NO.	DESCRIPTION	UNIT LIST PRICE	DISC.	UNIT NET COST	EXTENDED NET COST
			<b>3branch</b>				
1.	2	MF-7236-NEST-ADJT-LAM-CAS	3branch Maker Flex height adjustable flip top nesting table with laminate top, 3mm PVC edges and casters. Height range is 27" - 41". Legs: Silver Laminate: Standard Formica, Nevamar & Wilsonart PVC: Standard	\$3,155.00	37.500%	\$1,971.88	\$3,943.75
2.	1	4702	3branch Discovery Mini table with two reversible tops and casters, 32" square x 19"H. Wood: Maple Finish: Natural Maple	\$2,886.00	37.500%	\$1,803.75	\$1,803.75

Attachment: Yamada contract (3974 : APPROVAL OF CONTRACTS WITH AGATI FURNITURE AND YAMADA


**NOTES:**

Pricing per County of San Bernardino Furniture Contract #16-153, 04/12/16 through 04/11/21.  
 DIR #1000001651.

				<b>COST OF MATERIALS</b>		\$5,747.50
				<b>LABOR</b>		\$500.00
				<b>SUBTOTAL</b>		\$6,247.50
				<b>SALES TAX</b>	<b>7.750%</b>	\$484.18
				<b>FREIGHT</b>		\$548.00
				<b>TOTAL</b>		<b>\$7,279.68</b>

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4. A service charge of 1½% per month (18% annum) will be charged on all past due accounts.
5. If paying with credit card, add 3.5% to total.

*Linda Braverman*  
 Linda Braverman  
[linda@yamadaenterprises.com](mailto:linda@yamadaenterprises.com)

Attachment: Yamada contract (3974 : APPROVAL OF CONTRACTS WITH AGATI FURNITURE AND YAMADA

**EXHIBIT B**CITY'S RESPONSIBILITIES

1. Provide timely access to the Iris Plaza branch of the Moreno Valley Library in order to unload and install library furniture.
2. Furnish the Contractor all in-house data which is pertinent to services to be performed by the Contractor and which is within the custody or control of the City, including, but not limited to, blueprints, Computer Aided Design diagrams or files, GIS data, parcel information and such other pertinent data which may become available to the City.
3. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Contractor.
4. Provide timely City staff liaison with the Contractor when requested and when reasonably needed.

## EXHIBIT C

### TERMS OF PAYMENT

1. The Contractor's compensation shall not exceed \$48,195.40.
2. The Contractor will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: [http://www.moval.org/do\\_biz/biz-license.shtml](http://www.moval.org/do_biz/biz-license.shtml)
3. The Contractor will electronically submit an invoice to the City on a monthly basis for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services since the last invoice. At no time will the City pay for more services than have been satisfactorily completed and the City's determination of the amount due for any progress payment shall be final. The Contractor will submit all original invoices to Accounts Payable staff at [AccountsPayable@moval.org](mailto:AccountsPayable@moval.org)

Accounts Payable questions can be directed to (951) 413-3073.

Copies of invoices may be submitted to Library Services at

[steveh@moval.org](mailto:steveh@moval.org) or calls directed to (951) 413-3410.

3. The Contractor agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at: [http://www.moval.org/city\\_hall/forms.shtml#bf](http://www.moval.org/city_hall/forms.shtml#bf)
4. The minimum information required on all invoices is:
  - A. Vendor Name, Mailing Address, and Phone Number
  - B. Invoice Date
  - C. Vendor Invoice Number
  - D. City-provided Reference Number (e.g. Project, Activity)
  - E. Detailed work hours by class title (e.g. Manager, Technician, or

Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.

6. The City shall pay the Contractor for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.
7. Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.
8. Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.



## Report to City Council

---

**TO:** Mayor and City Council

**FROM:** Marshall Eyerman, Assistant City Manager

**AGENDA DATE:** April 7, 2020

**TITLE:** AWARD OF CONTRACT FOR TENANT IMPROVEMENTS FOR THE IRIS PLAZA BRANCH LIBRARY– RFP NO. 2020-0003

---

### **RECOMMENDED ACTION**

#### **Recommendations:**

1. Award the Public Works Construction Agreement to Build Spectrum, Inc for \$1,028,500 (\$935,000 for tenant improvements plus \$93,500 (10% contingency)) at the leased space in Iris Plaza for a branch library.
2. Authorize the Assistant City Manager to execute the Public Works Construction Agreement in the amount of the low bid to provide construction services, subject to the approval of the City Attorney.
3. Authorize the issuance of a Purchase Order to the lowest responsible bidder in the amount of the low bid plus a 10% contingency to provide construction services.
4. Authorize an amendment to the Fiscal Year 2019/20 budget from the Library Services Development Impact Fee (DIF) fund balance for these expenses as set forth in the Fiscal Impact section.
5. Authorize the Assistant City Manager to execute any subsequent related change orders for tenant improvement construction up to the 10%, subject to the approval of the City Attorney.

### **SUMMARY**

This report recommends approval of a contract with the lowest responsible bidder for tenant improvement construction at the City's leased suites at 16170 Perris Blvd (Iris

Plaza) for the purpose of opening a branch library. This project involves remodeling the space from its previous use to function as a library. Required work includes many of the skilled trades, such as electrical, plumbing, framing, drywall, lighting, data cabling, millwork, tiling, laying carpet and linoleum, and installing a glass wall.

On March 6, 2020, bid 2020-003 was issued via on the City's electronic bid management system with a due date of March 30, 2020. Forty-nine contractors and subcontractors expressed interest in the bid. Seventeen contractors paid to download the plans, seven contractors participated in the job walk, and five bids were received. The lowest, responsible bidder is iBuild Spectrum, Inc. with a base bid of \$935,000. Therefore, the requested contract award is for \$1,028,500 (\$935,000 plus a 10% contingency of \$93,500).

## **DISCUSSION**

Bringing another key element of the City Council's *Momentum MoVal* strategic vision to reality, this report recommends approval of a contract to construct necessary tenant improvements at the Iris Plaza site for the second satellite branch Library in the City's history.

Construction specifications were prepared by staff in cooperation with Library consultants to meet the needs of our new branch library. On March 6, 2020, a request for bids was issued via the City's electronic bid management system with a due date of March 30, 2020. The lowest, responsive bidder, the base bid, and the amount of the 10% contingency total \$1,028,500. The scope of work includes making the suite ready for library furniture, shelving, automation, and technology (e.g., iMaker) equipment. Images of what the Library may look like when finished are attached below with an overview of the floor plan (see Attachment 1).

The full scope of the tenant improvements for the Iris Plaza Library branch is in the table below.

<b>STARTUP COSTS FOR IRIS PLAZA LIBRARY</b>		
		<b>Estimated Costs</b>
Architect	\$60,000	
Construction Manager	\$41,382	
Tenant Improvements	\$935,000	
Library Furniture & Equipment (Agati)	\$109,482	
Library Furniture & Equipment (Yamada)	\$48,195	
Startup & Opening Collections	\$165,000	
Exterior Signage	\$28,618	
Fire System (Sprinklers)	\$0	
Roof penetration	\$2,000	
Storage bins & office supplies	\$2,748	
Monitors	\$6,465	
3D Printers	\$5,170	



Virtual Reality	\$1,162	
Vex Robotics	\$1,254	
Arduino	\$2,043	
<b>Subtotal</b>		<b>\$1,408,519</b>
Contingency (10%)	\$140,852	
<b>TOTAL</b>		<b>\$1,549,371</b>

With the adoption of the City’s FY 2019/20-20/21 budget, the City Council provided direction for the development of a new satellite library, although at the time a location had not yet been selected. Following the identification of the site, it was determined that the Iris Plaza suite would require remodeling for use as a Library, including structural, functional and aesthetic improvements.

The initial allocation of funds for the tenant improvements was made prior to any site being selected, and was based on tenant improvements from the last library branch at the Mall. As the Iris Plaza site was chosen, it became clear that site required significantly more improvements than the Mall site. The Mall site required glasswork, flooring, electrical, drywall, ceiling, paint, and shelving. Whereas, the Iris Plaza site requires those items plus demolition, plumbing, data cabling, millwork, tiling, linoleum, a sliding glass wall, fire alarms, fire sprinklers, metal work, and metal and glass door retrofits. The scope of effort on the Iris Plaza tenant improvements is several times more extensive than was required for the Mall branch.

Higher costs for the site are also due to the complexity of the construction and the number of construction trades involved. The Mall branch involved only drywall, paint, flooring, shelving, ceilings, electrical, and the glass storefront. The Iris Plaza branch involves all those trades, plus:

1. Concrete cutting
2. Finishes
3. Awning
4. Nanowall (glass sliding wall)
5. Millwork
6. Scrim (window tinting)
7. Mechanical
8. Plumbing
9. HVAC
10. Low Voltage
11. Fire Alarm
12. Fire Sprinklers
13. Interior signage
14. Exterior signage
15. iMaker technologies

**ALTERNATIVES**

1. Approve and authorize the five recommended actions as presented in this staff report. *Staff recommends this alternative because it will ensure that the Iris Plaza*

*suites presents an appealing location for the efficient operation of a new branch library.*

- 2. Do not approve and authorize the recommended actions as presented in this staff report. *Staff does not recommend this alternative because it will negatively affect the functionality and timely opening of a branch library.*

**FISCAL IMPACT**

Although partial funding for this project was approved by the Council, based on the final site selection, the addition of an iMaker space, and the required improvements; additional funding from the Library Services DIF are required to complete the Library. Library Services DIF are restricted funds which may only be used for these purposes, including library facilities and material.

The Facilities Construction Fund (3000) has a balance of \$750,000 that is dedicated to Libraries due to the City Council's adoption of the Fiscal Year 2019/20 amended budget. The requested budget adjustment of \$799,371 from Library DIF funds will fully fund the project.

Description	Fund	GL Account No.	Type (Rev/Exp)	FY 19/20 Budget	Proposed Adjustments	FY 19/20 Amended Budget
Library DIF Fund – Transfer Out	2908	2908-99-95-92908-903000	Exp	\$750,000	\$799,371	\$1,549,371
Facilities Construction – Transfer In	3000	3000-99-99-92908-802908 PN – 803 0045-3000-98	Rev	\$750,000	\$799,371	\$1,549,371
Facilities Construction – Library Project	3000	3000-30-56-80003-720199 PN – 803 0045-3000-99	Exp	\$750,000	\$799,371	\$1,549,371

**PREPARATION OF STAFF REPORT**

Prepared By:  
Steve Hargis  
Strategic Initiatives Manager  
Treasurer

Department Head Approval:  
Marshall Eyerman  
Assistant City Manager/Chief Financial Officer/City

**CITY COUNCIL GOALS**

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

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

**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 3.2: Expand the library’s technology program to enhance job readiness in our community.

Objective 3.3: Partner with outside organizations to expand the range of workshops and programs provided to the community.

**ATTACHMENTS**

- 1. Iris Plaza plans

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	4/01/20 5:30 PM
City Attorney Approval	<u>✓ Approved</u>	4/01/20 2:45 PM
City Manager Approval	<u>✓ Approved</u>	4/01/20 5:33 PM



"MADE IN THE U.S.A."

CLIENT:



CITY OF MORENO VALLEY

16170 PERRIS BLVD.  
MORENO VALLEY, CA  
92551

PH: PHONE

PROJECT:



IRIS BRANCH LIBRARY

16170 PERRIS BLVD.  
MORENO VALLEY, CA  
92551



**STOREFRONT TO MURAL WALL**

SCALE:

Attachment: Iris Plaza plans (3969 : AWARD OF CONTRACT FOR TENANT IMPROVEMENTS FOR THE IRIS PLAZA BRANCH LIBRARY- RFP

MURAL 3D IMAGE

JOB#: 19-096  
2020 TR DESIGN GROUP, INC.  
ALL RIGHTS RESERVED

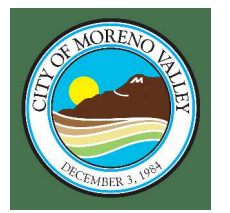
SHEET NO:





"MADE IN THE U.S.A."

CLIENT:



CITY OF MORENO VALLEY

16170 PERRIS BLVD.  
MORENO VALLEY, CA  
92551

PH: PHONE

PROJECT:



IRIS BRANCH LIBRARY

16170 PERRIS BLVD.  
MORENO VALLEY, CA  
92551

Unnamed

JOB#: 19-096  
2020 TR DESIGN GROUP, INC.  
ALL RIGHTS RESERVED

SHEET NO:

**ARCH**

Attachment: Iris Plaza plans (3969) : AWARD OF CONTRACT FOR TENANT IMPROVEMENTS FOR THE IRIS PLAZA BRANCH LIBRARY - RFP



**Tech Area**

SCALE:



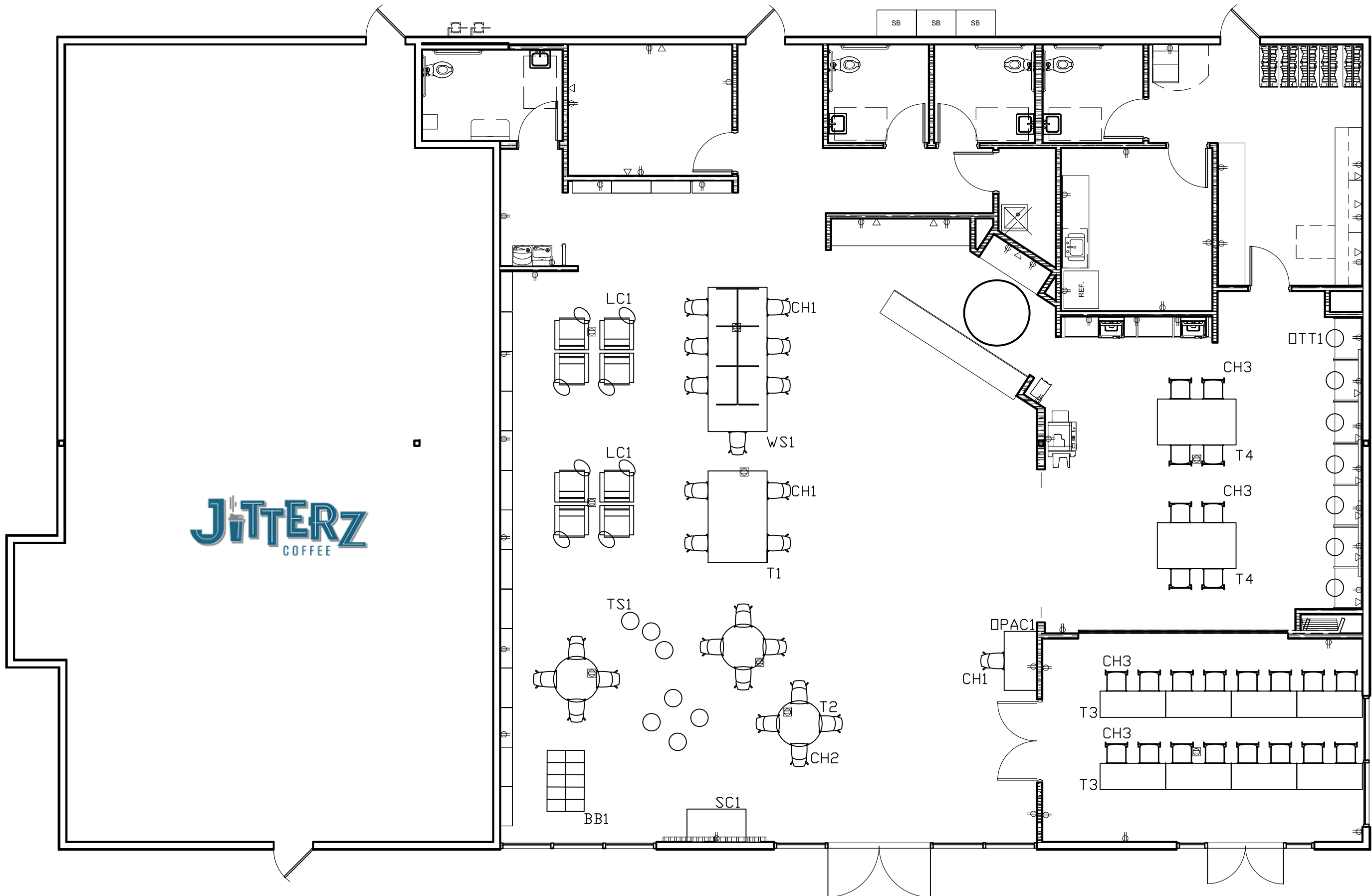
**Circ. Desk to Children's area**

SCALE:



**Children to Circ. desk**

SCALE:



MORENO VALLEY - IRIS BRA 1



Attachment: Iris Plaza plans (3969 : AWARD OF CONTRACT FOR TENANT IMPROVEMENTS FOR THE IRIS PLAZA BRANCH LIBRARY- RFP NO.



## Report to City Council

---

**TO:** Mayor and City Council

**FROM:** Marshall Eyerman, Assistant City Manager

**AGENDA DATE:** April 7, 2020

**TITLE:** APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY TO AMEND THE ELECTRIC RATES FOR MORENO VALLEY UTILITY (MVU)

---

### **RECOMMENDED ACTION**

#### **Recommendation:**

1. Approve Resolution No. 2020-XX. A Resolution of the City Council of the City of Moreno Valley, California, to Amend the Electric Rates for Moreno Valley Utility (MVU).

### **SUMMARY**

This report recommends approval of a resolution that would amend Moreno Valley Utility rates to maintain approximate parity with Southern California Edison.

This item was presented to the Finance Subcommittee on March 24, 2020.

### **DISCUSSION**

Staff recommends approval of the resolution that will amend the electric rates for the Moreno Valley Utility (MVU) to keep them generally the same as the rates charged by Southern California Edison (SCE). Since the inception of MVU, City Council policy has been to maintain parity with SCE electric rates. Resolution 2006-112 approved implementing a schedule to adjust MVU's rates to reflect the same rate schedule as SCE. This policy is also incorporated within the Professional Services Agreement with ENCO Utility Services Moreno Valley, LLC, which requires that MVU adjusts its electric rates to maintain approximate parity with those charged by SCE. In addition, Resolution 2015-32, adopted by the City Council on May 12, 2015, approved the adjustment of MVU rates two times per year to provide rate stability to its customers.

Resolution No. 2020-XX adjusts the following items:

1. Amends the electric rates for MVU to correspond with SCE rates that become effective on April 13, 2020. The proposed MVU rate adjustment will be effective at the end of the April billing cycle.
2. Adds Rate Schedule Residential Rate C - TOU – Time of Use Rate for residential customers with solar generation installations that begin operation on or after April 23, 2020 (the end of the April billing cycle). All other residential customers may select Rate C – TOU if desired.
3. Amends Rate Schedule Residential Rate B – TOU – Time of Use Rate for residential customers to apply to customers with electric vehicles, battery storage, or electric heat pumps only. Annual renewal of qualification for Rate B is required.

Rate Adjustments: The recommended adjustments ensure compliance with the policies and resolutions noted above.

As with all electric utilities, Moreno Valley Utility's service year is divided into two categories: Winter (October to June) and Summer (June to October). Adjusting rates to maintain approximate parity with SCE rates as presented in this report will generally increase MVU's rate schedules on an annual basis. The statewide lack of generating capacity capable of ramping up quickly to meet demand, especially during peak hours, creating dramatic increases in prices; since 2018, MVU has experienced a price increase of over 300% in capacity purchases.

Rates are structured to reflect usage; the table below shows the monthly impact to customers during the summer season and winter season.

<b>Average Residential Usage</b>	<b>SUMMER</b>		<b>WINTER</b>	
792 kWh	\$15.99	9.50%		
542 kWh			\$11.02	9.48%
TOU B – 645 kWh	\$13.94	8.52%	\$12.98	10.69%

<b>Average Small Commercial Usage</b>	<b>SUMMER</b>		<b>WINTER</b>	
800 kWh	\$10.77	5.59%	\$10.05	6.60%

<b>Average Large Commercial Usage</b>	<b>SUMMER</b>		<b>WINTER</b>	
26,500 kWh, 90 kW Demand	\$535.35	8.81%	\$413.18	10.25%

<b>Average Large</b>	<b>SUMMER</b>		<b>WINTER</b>	
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<b>Commercial, TOU Usage</b>				
485,778 kWh, 880 kW Demand	\$6,499.86	8.21%		
362,301 kWh, 627 kW Demand			\$1,899.54	5.43%

<b>Average Traffic Controller Usage</b>	<b>SUMMER</b>		<b>WINTER</b>	
364 kWh	\$7.30	9.72%	\$7.30	9.72%

<b>Street Lights</b>	<b>SUMMER</b>		<b>WINTER</b>	
Schedule SL-1 LED 3,800 Lumen (1184 lights)	\$196.03	1.95%	\$196.03	1.95%
Schedule SL-1 LED 11,500 Lumen (782 lights)	\$301.67	4.63%	\$301.67	4.63%
Schedule SL-1 LED 14,700 Lumen (123 lights)	\$120.61	6.14%	\$120.61	6.14%
Schedule SL-3 (total of all accounts based on average usage)	\$74.67	12.36%	\$74.67	12.36%

<b>Average Agricultural &amp; Pumping</b>	<b>SUMMER</b>		<b>WINTER</b>	
29,880 kWh	\$435.88	8.72%	\$435.88	8.72%

<b>Wireless Technology Rate</b>	<b>SUMMER</b>		<b>WINTER</b>	
--	\$3.47	8.47%	\$3.47	8.47%

## **ALTERNATIVES**

1. Approve Resolution No. 2020-XX to amend the Electric Rates for Moreno Valley Utility. *Staff recommends this alternative as the proposed amended electric rates will allow the City's utility to comply with established Council-adopted policies and practices.*
2. Do not approve Resolution No. 2020-XX to amend the Electric Rates for Moreno Valley Utility. *Staff does not recommend this alternative because the resolution is needed to keep the Utility in compliance with established Council-adopted policies*

*and practices.*

**FISCAL IMPACT**

The proposed rate adjustment is estimated to increase revenue by an average of approximately \$188,500 per month. It is anticipated that net income will remain positive for fiscal year 2019/2020.

**NOTIFICATION**

Publication of the Agenda

**PREPARATION OF STAFF REPORT**

Prepared By:  
Jeannette Olko  
Electric Utility Division Manager

Department Head Approval:  
Marshall Eyerman  
Assistant City Manager/Chief Financial Officer

**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 4.1: Develop a Moreno Valley Utility Strategic Plan to prepare for the 2020 expiration of the ENCO Utility Systems agreement.

**ATTACHMENTS**

- 1. Resolution Rate Adjustment 04072020
- 2. MVU Rates April 7 2020

**APPROVALS**

Budget Officer Approval	<u>      ✓ Approved      </u>	3/24/20 5:52 PM
City Attorney Approval	<u>      ✓ Approved      </u>	3/20/20 1:37 PM

City Manager Approval

✓ Approved

3/30/20 5:49 PM

## RESOLUTION NO. 2020-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND THE ELECTRIC RATES AND RULES FOR MORENO VALLEY UTILITY

WHEREAS, the City of Moreno Valley (the "City"), a municipal corporation, is authorized pursuant to Article XI, Section 9(a) of the California Constitution to establish, purchase, and operate public works to furnish its inhabitants with light, water, power, heat, transportation, or means of communication; and

WHEREAS, on June 26, 2001, the City Council of the City of Moreno Valley approved Resolution No. 2001-33 and, as amended by Resolution 2002-46, authorized the formation of a municipally owned utility for the purpose of providing electrical power, storm water, telephone telecommunications, cable TV, water, natural gas, and sanitary sewer; and

WHEREAS, on July 8, 2003, the City Council approved Resolution No. 2003-58 adopting the Electric Service Rules, Fees and Charges document for Moreno Valley Utility which states, in part, that the rates to be charged by and paid to the City for electric service will be the rates legally in effect and on file with the City Council; and

WHEREAS, on January 13, 2004, the City Council approved Resolution No. 2004-05 establishing the electric rates for Moreno Valley Utility; and

WHEREAS, on September 26, 2006, the City Council approved Resolution No. 2006-112 implementing a schedule to adjust Moreno Valley Utility electric rates to reflect the same schedule as Southern California Edison; and

WHEREAS, there are sections of the Electric Service Rules, Fees and Charges document that contain rules which define the terms and conditions under which electric service will be provided to the customer; and

WHEREAS, there are rules, fees, charges, and rates associated with providing the services identified in these documents. These rules, fees, charges, and rates are deemed necessary and equitable for services rendered and are required to fund in whole or in part, all of the services required to facilitate the delivery of electric distribution pursuant to the rules; and

WHEREAS, Urgency Ordinance No. 651 was adopted by the City Council on December 9, 2003, allowing for the adoption of rates by resolution.

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

1  
Resolution No. 2020-XX  
Date Adopted: April 07, 2020

1. The City Council hereby adopts the amended Moreno Valley Utility Rates, attached hereto as Exhibit A, incorporated herein, and on file in the Financial and Management Services Department.

APPROVED AND ADOPTED this 7th day of April 2020.

\_\_\_\_\_  
 Mayor of the City of Moreno Valley

ATTEST:

\_\_\_\_\_  
 City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
 City Attorney

2  
 Resolution No. 2020-XX  
 Date Adopted: April 07, 2020

Attachment: Resolution Rate Adjustment 04072020 (3962 : APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO

**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. 2020-XX was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 7th day of April 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

\_\_\_\_\_  
CITY CLERK

(SEAL)

Resolution No. 2020-XX<sup>3</sup>  
Date Adopted: April 07, 2020

Attachment: Resolution Rate Adjustment 04072020 (3962 : APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO

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Moreno Valley Utility  
**Electric Rates**

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Attachment: MVU Rates April 7 2020 (3962 : APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY TO AMEND

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SCHEDULE A – RESIDENTIAL SERVICE

**Applicability**

Applicable to electric service for residential uses. This schedule has three rate options. Rate A is applicable to all residential customers with the exception of residential customers with solar generation installations that file an application on or after April 23,2020. For these customers, Rate C Residential Time of Use (TOU) is applicable. Rate C is voluntary for residential customers without solar generation systems. Rate B is applicable to customers with electric vehicle chargers and those who have electric vehicle chargers, battery storage or electric heat pump. Annual renewal of qualification for Rate B is required. Customers with on-site behind-the-meter energy storage systems or generation systems will be billed on Rate C.

**Territory**

Within the designated areas served by the Moreno Valley Utility.

**Rates**

<b>Basic Charge - \$/Day:</b>	<b>Rate A – Non TOU</b>
Single-Family Residence	\$ 0.031
Multi-Family Residence	\$ 0.024
 <b>Energy Usage Charge - \$/kWh:</b>	
<b>Summer:</b>	
Tier 1 -Baseline Quantities, all kWh, per kWh	\$ 0.19160
Tier 2 – 101% to 400% of Baseline	\$ 0.24995
Tier 3 – All excess kWh, per kwh	\$ 0.44783
 <b>Winter:</b>	
Tier 1 -Baseline Quantities, all kWh, per kWh	\$ 0.19160
Tier 2 – 101% to 400% of Baseline	\$ 0.24995
Tier 3 – All excess kWh, per kWh	\$ 0.44783
 <b>Public Purpose Programs:</b>	
All kWh per kWh	\$ 0.01311
 <b>Monthly Minimum Charge:</b>	
Monthly Minimum Charge	\$ 10.00

**Basic Charge - \$/Day:**

Single-Family Residence  
Multi-Family Residence

**Rate B - TOU**

\$ 0.395  
\$ 0.395

**Energy Usage Charge - \$/kWh:**

**Baseline Credit** – Applies to 100% of baseline allocation regardless of time of use

-\$0.07456

**Summer**

On-Peak

\$ 0.39621

Mid-Peak

\$ 0.27956

Off-Peak

\$ 0.13560

**Winter**

Mid-Peak

\$ 0.36303

Off-Peak

\$ 0.12891

Super Off-Peak

\$ 0.12891

**Public Purpose Programs:**

All kWh per kWh

\$ 0.01311

**Monthly Minimum Charge:**

Monthly Minimum Charge

\$ 10.00

**Basic Charge - \$/Day:**

Single-Family Residence  
Multi-Family Residence

**Rate C - TOU**

\$ 0.031  
\$ 0.024

**Energy Usage Charge - \$/kWh:**

**Baseline Credit** – Applies to 100% of baseline allocation regardless of time of use

-\$0.07456

**Summer**

On-Peak

\$ 0.38126

Mid-Peak	\$ 0.30690
Off-Peak	\$ 0.23365
<b>Winter</b>	
Mid-Peak	\$ 0.32932
Off-Peak	\$ 0.24655
Super Off-Peak	\$ 0.22274
<b>Public Purpose Programs:</b>	
All kWh per kWh	\$ 0.01311
<b>Monthly Minimum Charge:</b>	
Monthly Minimum Charge	\$ 10.00

Attachment: MVU Rates April 7 2020 (3962 : APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY TO AMEND

**Energy Cost Adjustment**

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

**Special Conditions**

1. Baseline Rates: Baseline rates are applicable only to separately metered residential use.
2. Baseline Quantities: The residential allocation shall be 18.9 kWhs per day in the Summer season and 12.5 kWhs per day in the Winter season.
3. Qualification for Rate B: Customer must provide proof of electric vehicle registration for the specific service address. Rate B will expire on date registration expires unless updated by the customer.
4. Existing generating facilities currently under Schedule NEM or NEM 2.0 that are modified such that the generating capacity or output increases by 10% or more or if they have storage are required to be billed under Rate C.
5. Time periods are defined as follows:

<b>TOU Period</b>	<b>Weekdays</b>	<b>Weekends &amp; Holidays</b>	<b>Weekdays</b>	<b>Weekends &amp; Holidays</b>
	<b>Summer</b>	<b>Summer</b>	<b>Winter</b>	<b>Winter</b>
On-Peak	4 p.m. - 9 p.m.	N/A	N/A	N/A
Mid-Peak	N/A	4 p.m. - 9 p.m.	4 p.m. - 9 p.m.	4 p.m. - 9 p.m.
Off-Peak	All other hours	All other hours	9 p.m. - 8 a.m.	9 p.m. - 8 a.m.
Super-Off-Peak	N/A	N/A	8 a.m. - 4 p.m.	8 a.m. - 4 p.m.

6. Holidays are defined as New Year’s Day (January 1), Martin Luther King’s Birthday (third Monday in January), Washington’s Birthday (third Monday in February), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Veterans Day (November 11), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25).

When any holiday listed above falls on Sunday, the following Monday will be recognized as an off-peak period. No change will be made for holidays falling on Saturday.

- 7. Summer and Winter Seasons are defined as follows: The Summer season begins at 12:00 a.m. on June 1 and will continue until 12:00 a.m. on October 1 each year. The Winter season begins at 12:00 a.m. on October 1 and continues until 12:00 a.m. on June 1 of the following year.
- 8. Voltage: Service will be supplied at one standard voltage.
- 9. For the purposes of applying the Basic Charge, the following definitions shall be used:
  - Single-Family Residence - A building of single occupancy which does not share common walls, floors, or ceilings with other residential dwelling units.
  - Multi-Family Residence - Apartments, mobile homes, condominiums, townhouses, or a building of multiple occupancy which shares common walls and /or floors and ceilings with other residential dwelling units.
- 10. Medical Baseline Allocation: Upon application and acceptance of a certification from a medical doctor or osteopath licensed to practice medicine in California, eligible residential customers are provided a standard year-round medical baseline allocation of 16.5 kWh per day in addition to the applicable baseline allocation for the season.

	Regular Baseline Daily kWh Allocation	Additional Medical Baseline Daily kWh Allocation	Total Baseline Daily kWh Allocation
Summer	18.9	16.5	35.4
Winter	12.5	16.5	29.0

Medical Baseline Allocation Eligibility:

- a) Regular use in the customer's home of one or more medical life-support devices essential to maintain the life of a full-time resident of the household; and/or
- b) A full-time resident of the household is: a paraplegic, hemiplegic, quadriplegic, multiple sclerosis or scleroderma patient, being treated for life-threatening illness, and/or has a compromised immune system.

Life support devices are those devices or equipment that utilize mechanical or artificial means to sustain, restore or supplant a vital function, or mechanical equipment relied upon for mobility both within and outside of buildings.

Life-support devices include:

Aerosol Tent	Ultrasonic Nebulizer
Pressure Pad	Electrostatic Nebulizer
Apnea Monitor	Inhalation Pulmonary Pressure
Pressure Pump	Breather Machine (IPPB)
Compressor	Iron Lung
Concentrator	Dialysis Machine
Respirator (all types)	Hemodialysis Machine
Electronic Nerve Stimulator	Motorized Wheelchair
Suction Machine	Oxygen Generator

Applying for the Medical Baseline Allocation:

1. Request application from Moreno Valley Utility by telephone, mail or in person
2. Complete application.
3. The patient's physician will need to fill out the required information on the application and sign it certifying the medical need.
4. The customer can mail or bring the application to Moreno Valley Utility's offices
5. Once the application is reviewed and approved, the Medical Baseline Allocation will be effective on the next regular electric billing.
6. Applications must be renewed every two years.
7. Low Income Program - A low-income assistance discount program is offered under this standard residential rate. To be considered for this discount, an application must be filed with Moreno Valley Utility. To be eligible for this discount, the income of the customer, including all members of the household, must meet the income levels of the program and can be no more than 200% of Federal Poverty Guidelines. Under this program a discount for qualified low-income residents of 30% is provided on monthly energy charges. Discount applies to energy charges only. The customer charge, public purpose charge, service fees and all taxes are calculated at the standard rates.
8. Family Electric Rate Assistance (FERA) Program: The FERA discount program is offered under the standard residential rate. To be considered for this discount, an application must be filed with Moreno Valley Utility. To be eligible for this discount the household must consist of three or more persons where the total gross income from all sources is no more than 250% of Federal

Poverty Guidelines. Under this program a discount for qualified FERA households of 18% is provided on monthly energy charges. Discount applies to energy charges only. The customer charge, public purpose charge, service fees and all taxes are calculated at the standard rates.

## SCHEDULE B – GENERAL SERVICE

### Applicability

Applicable to nonresidential electric service for all types of uses including lighting and power. Customers whose monthly maximum demand is expected to exceed 20 kW or has exceeded 20 kW in any three months during the preceding 12 months, are ineligible for service under this schedule.

### Territory

Within the designated areas served by the Moreno Valley Utility.

### Rates

#### **Customer Charge - \$/Day:**

Single-Phase Service	\$ 0.365
Polyphase Service	\$ 0.396

#### **Energy Usage Charge - \$/kWh:**

Summer, all kWh, per kWh	\$ 0.20454
Winter, all kWh, per kWh	\$ 0.15674

#### **Public Purpose Programs:**

All kWh per kWh	\$ 0.00888
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#### **Monthly Minimum Charge:**

Monthly Minimum Charge	\$ 10.00
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### Energy Cost Adjustment

- The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

### Special Conditions

- Summer and Winter Seasons are defined as follows: The Summer season begins at 12:00 a.m. on June 1 and will continue until 12:00 a.m. on October 1 each year. The Winter season begins at 12:00 a.m. on October 1 and continues until 12:00 a.m. on June 1 of the following year.



2. Voltage: Service will be supplied at one standard voltage.
3. Direct Current Fast Charger (DCFC) Charging Stations: DCFC station installations shall be billed on this rate regardless of the kilowatt demand until other rates are adopted for this use.

SCHEDULE C – LARGE GENERAL SERVICE

**Applicability**

Applicable to nonresidential electric service for all types of uses including lighting and power where the customer’s monthly maximum demand is expected to exceed 20 kW or has exceeded 20 kW in any of the 3 months during the preceding 12 months.

**Territory**

Within the designated areas served by the Moreno Valley Utility.

**Rates**

**Customer Charge - \$/Meter/Month:**

Single Phase	\$ 125.93
Polyphase	\$ 133.31

**Energy Usage Charge - \$/kWh:**

Summer, all kWh, per kWh	\$ 0.11726
Winter, all kWh, per kWh	\$ 0.10106

**Demand Charge - \$/kW:**

	<u>Summer</u>	<u>Winter</u>
Facilities Related Demand Charge, per kW	\$ 11.46	\$ 11.46
Time Related Demand Charge, per kW	\$ 16.23	\$ 0.00

**Public Purpose Programs:**

All kWh per kWh	\$ 0.00892
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**Monthly Minimum Charge:**

Monthly Minimum Charge	\$ 10.00
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**Energy Cost Adjustment**

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

## Special Conditions

1. Summer and Winter Seasons are defined as follows:

The Summer season begins at 12:00 a.m. on June 1 and will continue until 12:00 a.m. on October 1 each year. The Winter season begins at 12:00 a.m. on October 1 and continues until 12:00 a.m. on June 1 of the following year.

2. Voltage: Service will be supplied at one standard voltage.
3. Billing Demand: The Billing Demand shall be the kilowatts of Maximum Demand, determined to the nearest kW. The Billing Demand shall be the greater of the kilowatts of Maximum Demand recorded (or established for) the monthly billing period or 50% of the highest Maximum Demand established in the preceding eleven months (Ratcheted Demand).
4. Maximum Demand: The maximum demand in any month shall be the measured maximum average kilowatt input, indicated or recorded by instruments to be supplied by the City, during any 15-minute metered interval in the month.
5. Voltage Discount: The monthly Facilities Related Demand Charge will be reduced by \$0.21 per kW for service delivered and metered at voltages of 4 kV through 12 kV. The energy charge will be reduced by \$.00101 per kWh for service delivered and metered at voltages of 2 kV through 12 kV.
6. Excess Transformer Capacity: Excess Transformer Capacity is the amount of transformer capacity requested by a customer in excess of that which the City would normally install to serve the customer's Maximum Demand. Excess Transformer Capacity shall be billed at the amount shown in the rates section above.
7. Power Factor Adjustment: When Maximum Demand has exceeded 200 kW for three consecutive months, kilovar metering will be installed as soon as practical, and thereafter, until the Maximum Demand has been less than 150 kW for twelve consecutive months, the billing will be adjusted each month for power factor.
  - a. Adjustment Rate:
    - i. For service delivered and metered at voltages 12 kV or less, the billing will be increased by \$0.60 per kilovar of maximum reactive demand.
  - b. Determining the Reactive Demand:
    - i. Service delivered and metered at voltages of 4 kV or greater:

1. The maximum reactive demand shall be the highest measured maximum average kilovar demand indicated or recorded by metering during any 15-minute metered interval in the month. The kilovars shall be determined to the nearest unit. A device will be installed on each kilovar meter to prevent reverse operation of the meter.
- ii. Services delivered and metered at voltages less than 4 kV:
1. For customers with metering used for billing that measures reactive demand, the maximum reactive demand shall be the highest measured maximum average kilovar demand indicated or recorded by metering during any 15-minute metered interval in the month. The kilovars shall be determined to the nearest unit. A device will be installed on each kilovar meter to prevent reverse operation of the meter.
  2. For customers with metering used for billing that measures kilovar-hours instead of reactive demand, the kilovars of reactive demand shall be calculated by multiplying the kilowatts of measured maximum demand by the ratio of the kilovar-hours to the kilowatt-hours. Demands in kilowatts and kilovars shall be determined to the nearest unit. A ratchet device will be installed on the kilovar-hour meter to prevent its reverse operation on leading power factors.

SCHEDULE P1 – PUMPING AND AGRICULTUAL SERVICE  
(CONNECTED LOAD BASIS)

**Applicability**

Applicable to electric service for agricultural power service or for general water pumping or sewerage pumping based on connected load in horsepower. This schedule is not applicable to service for which a residential, commercial or industrial schedule is applicable. Customers whose monthly maximum demand is expected to or have exceeded 500 kW or 671 hp in any three months during the preceding 12 months, are ineligible for service under this schedule.

**Territory**

Within the designated areas served by the Moreno Valley Utility.

**Rates**

<b>Customer Charge - \$/Day:</b>	\$47.07
<b>Energy Usage Charge - \$/kWh:</b>	
Summer, all kWh, per kWh	\$ 0.12128
Winter, all kWh, per kWh	\$ 0.12128
<b>Service Charge \$/HP/Month</b>	\$4.12
<b>Public Purpose Programs:</b>	
All kWh per kWh	\$ 0.00809
<b>Monthly Minimum Charge:</b>	
Monthly Minimum Charge	\$ 10.00

**Energy Cost Adjustment**

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

**Special Conditions**

1. Summer and Winter Seasons are defined as follows: The Summer season begins at 12:00 a.m. on June 1 and will continue until 12:00 a.m. on October 1 each year. The Winter season begins at 12:00 a.m. on October 1 and continues until 12:00 a.m. on June 1 of the following year.
2. Voltage: Service will be supplied at one standard voltage.
3. Connected Load: Connected load is the sum of the rated capacities of all the customer's equipment that is possible to connect to the utility's lines at the same time, determine to the nearest 1/10<sup>th</sup> hp.

SCHEDULE SL – STREET LIGHTING SERVICE - MVU OWNED SYSTEM

**Applicability**

Applicable to un-metered service for the lighting of streets and highways where MVU owns and maintains the street lighting equipment and associated facilities included under this schedule.

**Territory**

Within the designated areas served by the Moreno Valley Utility.

**Rates**

**Energy Usage Charge - High Pressure Sodium Vapor Lamps**

**Basic Charge:**

<u>Initial Lumens</u>	<u>Wattage</u>	<u>All Night Service kWhs/Month</u>	<u>\$/Lamp/Month</u>	<u>\$/Lamp/Month Public Purpose Programs</u>
9,500	100	40	\$12.81	\$0.13
16,000	150	67	\$15.71	\$0.22
22,000	200	85	\$17.78	\$0.28
27,500	250	108	\$20.05	\$0.35

**Energy Usage Charge – Light Emitting Diode (LED) Lamps**

**Basic Charge:**

<u>Initial Lumens</u>	<u>Wattage</u>	<u>All Night Service kWhs/Month</u>	<u>\$/Lamp/Month</u>	<u>\$/Lamp/Month Public Purpose Programs</u>
14,700	173	75	\$16.66	\$0.24
11,500	98	47	\$13.55	\$0.16
3,800	31	15	\$ 10.01	\$0.05

**Energy Cost Adjustment**

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

### **Special Conditions**

1. Maintenance shall include periodic inspection, renewal of lamps, cleaning of glassware, replacement of damaged glassware and lamps, and minor repairs to wiring and electrical appurtenances.
2. Hours of Service: Under MVU's standard all-night operating schedule, approximately 4,140 hours of service will be furnished.
3. The developer shall install streetlights that will be served from MVU's underground system. These streetlights must be installed in accordance with MVU's specifications and the developer will deed such facilities to MVU.
4. Requirements and Restrictions:
  - a. The applicant for street light service shall specify the lamp size and location of streetlights.
  - b. Service shall not be furnished under this schedule where location, mounting height, or other considerations are unacceptable to the MVU.
  - c. The installation of street lighting equipment and facilities hereunder is contingent upon the MVU obtaining easements, rights of way, and highway permits satisfactory to the MVU for the required poles, equipment, and facilities.
  - d. In accordance with Rule No. 4, a written contract for a term of not less than one year is required in order to receive street light service under the provisions of this schedule.
  - e. Should the applicant not commence using the street lighting in a bona fide manner within ninety (90) days after date of completion and installation of a street light or street lighting system requested by the applicant, the MVU will bill, and the applicant shall pay, the applicable lamp charge(s).
5. Liability of Utility: MVU shall not, by taking action pursuant to its tariffs, be liable for any loss, damage, or injury, established or alleged, which may result, or be claimed to result, therefrom.



SCHEDULE SL2 – STREET LIGHTING SERVICE  
CUSTOMER OWNED AND MAINTAINED SYSTEM SCHEDULE  
(UNMETERED)

**Applicability**

Applicable to service for un-metered lighting of streets, highways, and directional highway signs served in conjunction with street and highway lighting, and other publicly operated automobile parking lots which are open to the general public, where the customer owns and maintains the street lighting equipment operated within the period from dusk to dawn.

**Territory**

Within the designated areas served by the Moreno Valley Utility.

**Rates**

**Energy Usage Charge - High Pressure Sodium Vapor Lamps**

**Basic Charge:**

<u>Initial Lumens</u>	<u>Wattage</u>	<u>All Night Service kWhs/Month</u>	<u>\$/Lamp/Month</u>	<u>\$/Lamp/Month Public Purpose Programs</u>
9,500	100	40	\$ 6.30	\$0.13
16,000	150	67	\$ 8.80	\$0.22
22,000	200	85	\$10.54	\$0.289
27,500	250	108	\$12.75	\$0.35

**Energy Cost Adjustment**

- The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

**Special Conditions**

1. Voltage: Service will be supplied at one standard voltage.
2. Requirements and Restrictions:
  - a. The applicant for street light service shall specify the lamp size and location of streetlights.
  - b. Service shall not be furnished under this schedule where location, mounting height, or other considerations are unacceptable to the MVU.
  - c. The installation of street lighting equipment and facilities hereunder is contingent upon the MVU obtaining easements, rights of way, and highway permits satisfactory to the MVU for the required poles, equipment, and facilities.
3. Liability of Utility: MVU shall not, by taking action pursuant to its tariffs, be liable for any loss, damage, or injury, established or alleged, which may result, or be claimed to result, therefrom.

SCHEDULE SL3 – STREET LIGHTING SERVICE  
CUSTOMER OWNED SYSTEM SCHEDULE  
(METERED)

**Applicability**

Applicable to service for metered lighting service of streets, highways, and directional highway signs served in conjunction with street and highway lighting, and other publicly operated automobile parking lots which are open to the general public, where the customer owns the street lighting equipment operated within the period from dusk to dawn.

**Territory**

Within the designated areas served by the Moreno Valley Utility.

**Rates**

<b>Customer Charge – Per Meter Per Month:</b>	\$ 7.90
 <b>Energy Usage Charge - \$/kWh:</b>	
All Year - all kWh, per kWh	\$ 0.07661
 <b>Public Purpose Programs:</b>	
All kWh, per kWh	\$ 0.00326

**Energy Cost Adjustment**

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

**Special Conditions**

1. Voltage: Service will be supplied at one standard voltage.
2. The customer will furnish and maintain all equipment beyond the meter.

SCHEDULE TC-1 – TRAFFIC CONTROL SERVICE

**Applicability**

Applicable to service for traffic directional sign or signal lighting service owned by governmental agencies and located on streets, highways and other publicly dedicated outdoor ways and places.

**Territory**

Within the designated areas served by the Moreno Valley Utility.

**Rates**

**Customer Charge – Per Meter Per Day:**

Single-Phase Service	\$ 0.487
Polyphase Service	\$ 0.516

**Energy Usage Charge - \$/kWh:**

All kWh per kWh	\$ 0.14488
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**Public Purpose Programs:**

All kWh per kWh	\$ 0.00866
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**Energy Cost Adjustment**

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

**Special Conditions**

1. Voltage: Service will be supplied at one standard voltage.

SCHEDULE TOU-LGS – TIME OF USE – LARGE GENERAL SERVICE

**Applicability**

Applicable to nonresidential electric service for all types of uses including lighting and power where the customer’s monthly maximum demand is expected to exceed 500 kW or has exceeded 500 kW in any of the 3 months during the preceding 12 months.

**Territory**

Within the designated areas served by the Moreno Valley Utility.

**Rates – Primary Voltage**

**Customer Charge:**

\$/Meter/Month \$ 255.07

**Energy Usage Charge - \$/kWh:**

**Summer**

On-Peak \$ 0.09646  
Mid-Peak \$ 0.08864  
Off-Peak \$ 0.06334

**Winter**

Mid-Peak \$ 0.07735  
Off-Peak \$ 0.06793  
Super Off-Peak \$ 0.05027

**Demand Charge - \$/kW:**

	<u>Summer</u>	<u>Winter</u>
Facilities Related Demand Charge, per kW	\$12.36	\$12.36
Time Related Demand Charge, per kW		
On-Peak	\$32.09	\$0.00
Mid-Peak	\$0.00	\$7.89
Off-Peak	\$0.00	\$0.00

**Public Purpose Programs:**

All kWh per kWh \$0.00966

Minimum Monthly Charge See Conditions #4

**Rates – Secondary Voltage**

**Customer Charge:**

\$/Meter/Month \$ 479.29

**Energy Usage Charge - \$/kWh:**

**Summer**

On-Peak \$ 0.10279  
 Mid-Peak \$ 0.09448  
 Off-Peak \$ 0.06749

**Winter**

Mid-Peak \$ 0.08230  
 Off-Peak \$ 0.07234  
 Super Off-Peak \$ 0.05365

**Demand Charge - \$/kW:**

	<u>Summer</u>	<u>Winter</u>
Facilities Related Demand Charge, per kW	\$12.61	\$12.61
Time Related Demand Charge, per kW:		
On-Peak	\$33.00	\$0.00
Mid-Peak	\$ 0.00	\$7.87
Off-Peak	\$ 0.00	\$0.00

**Public Purpose Programs:**

All kWh per kWh \$ 0.01021

**Minimum Monthly Charge:**

Minimum Monthly Charge See Condition #4

**Energy Cost Adjustment**

- The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

**Special Conditions**

- Time periods are defined as follows:

TOU Period	Weekdays	Weekends & Holidays	Weekdays	Weekends & Holidays
	<b>Summer</b>	<b>Summer</b>	<b>Winter</b>	<b>Winter</b>
On-Peak	4 p.m. - 9 p.m.	N/A	N/A	N/A

Mid-Peak	N/A	4 p.m. - 9 p.m.	4 p.m. - 9 p.m.	4 p.m. - 9 p.m.
Off-Peak	All other hours	All other hours	9 p.m. - 8 a.m.	9 p.m. - 8 a.m.
Super-Off-Peak	N/A	N/A	8 a.m. - 4 p.m.	8 a.m. - 4 p.m.

Holidays are defined as New Year’s Day (January 1), Martin Luther King’s Birthday (third Monday in January), Washington’s Birthday (third Monday in February), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Veterans Day (November 11), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25).

When any holiday listed above falls on Sunday, the following Monday will be recognized as an off-peak period. No change will be made for holidays falling on Saturday.

2. Summer and Winter Seasons are defined as follows: The Summer season begins at 12:00 a.m. on June 1 and will continue until 12:00 a.m. on October 1 each year. The Winter season begins at 12:00 a.m. on October 1 and continues until 12:00 a.m. on June 1 of the following year.
3. Voltage: Service will be supplied at one standard voltage.
4. Billing Demand: The Billing Demand shall be the kilowatts of Maximum Demand, determined to the nearest kW. The Billing Demand shall be the greater of the kilowatts of Maximum Demand recorded (or established for) the monthly billing period or 50% of the highest Maximum Demand established in the preceding eleven months (Ratcheted Demand).
5. Maximum Demand: The maximum demand in any month shall be the measured maximum average kilowatt input, indicated or recorded by instruments to be supplied by the City, during any 15-minute metered interval in the month.
6. Excess Transformer Capacity: Transformer Capacity is the amount of transformer capacity requested by a customer in excess of that which the City would normally install to serve the customer’s Maximum Demand. Excess Transformer Capacity shall be billed at the amount shown in the rates section above.
7. Power Factor Adjustment: The billing will be adjusted each month for power factor.
  - a. Adjustment Rate: The customer’s bill will be increased each month for the power factor \$0.60 per kilovar of maximum reactive demand.
  - b. The maximum reactive demand shall be the highest measured maximum average kilovar demand indicated or recorded by metering during any 15-

minute metered interval in the month. For customers with metering used for billing that measures kilovar-hours instead of reactive demand, the kilovars of reactive demand shall be calculated by multiplying the kilowatts of measured maximum demand by the ratio of the kilovar-hours to the kilowatt-hours. Demands in kilowatts and kilovars shall be determined to the nearest unit. A device will be installed on the kilovar-hour meter to prevent its reverse operation on leading power factors.



## SCHEDULE SE - SERVICE ESTABLISHMENT CHARGE

**Applicability**

Applicable to general service and domestic service customers.

**Territory**

Within the entire territory served by Moreno Valley Utility.

**Rate**

For each establishment of electric service, a charge will apply.

**Special Conditions**

1. The service establishment charge is in addition to the charges calculated on the applicable rate schedule and will be made each time an account is established.
2. Establishment means each time an account is opened, including a turn on of electric service or a change of name that requires a meter reading.
3. If the customer requests electric service be established on the same day as his request or outside regular business hours, an additional charge will apply.

## SCHEDULE NEM – NET ENERGY METERING

### **Applicability**

Applicable to general service and domestic service customers who have eligible renewable energy generation systems connected to MVU's system (interconnected) and meet program requirements. This schedule is closed to new applicants effective April 2018.

### **Territory**

Within the entire territory served by Moreno Valley Utility.

### **Net Surplus Compensation Rate**

The net surplus compensation rate shall be \$0.03738 per kWh applied to any net surplus energy remaining at the end of the customer's twelve (12) monthly billing period ("relevant period").

### **Special Conditions**

1. NEM customers will receive a credit for the surplus electricity supplied to MVU's system.
2. This credit will be applied to the customer's energy bill, to offset all or part of the costs associated with the energy that is consumed each month.
3. Residential accounts are billed once a year for "net" energy consumed or generated over the previous 12 months, if any.
4. Small business accounts served under the General Service Rate also qualify for annual billing.
5. Large business NEM accounts under the Large General Service Rate are billed monthly for their energy usage.
6. Net surplus energy is the amount of generated kilowatt-hours (kWh) energy that is exported to MVU's system that exceeds the amount that is received from MVU.
7. Any net surplus energy remaining at the end of the 12-month billing period (also called the "relevant period") will be given a monetary value known as the Net Surplus Compensation Rate (NSCR).
8. The NSCR value is established by MVU to reflect the costs MVU avoids in procuring power during the time period net surplus generators are likely to produce excess power.

9. Customers may choose to either roll over the monetary value of any net surplus energy to the next billing cycle or receive payment for any net surplus energy at the end of your 12-month relevant period.
10. Customers will be billed monthly for nominal non-energy-related charges such as taxes.

## SCHEDULE NEM 2.0 – NET ENERGY METERING SUCCESSOR RATE

### **Applicability**

Applicable to Eligible Customer-Generators, as defined in Section 2827 of the California Public Utilities Code, operating a renewable electrical generation facility, as therein defined, located on the customer's owned, leased, or rented premises with a capacity of no more than one megawatt that is intended primarily to offset part or all of the customer's own electrical requirements and which is interconnected and operates in parallel with MVU's power system pursuant to Electric Rule 21 – Generating Facility Interconnections.

### **Territory**

Within the entire territory served by Moreno Valley Utility.

### **Net Surplus Compensation Rate**

The net surplus compensation rate shall be \$0.03738 per kWh applied to any net surplus energy remaining at the end of the customer's monthly billing period.

### **Special Conditions**

1. As determined in each billing period, when a customer is a net consumer of energy, the resulting net consumed energy will be used in the calculation of all applicable energy charges.
2. As determined in each billing period, when a customer is a net producer of energy, the resulting net produced energy will be used in the calculation of a monetary value that shall only be applied to the customer's monthly bill, including any minimum charges and applicable taxes.
3. A customer is a net producer of energy when the amount of generated kilowatt-hours (kWh) of energy that is exported to MVU's system exceeds the amount that the customer receives from MVU.
4. The monetary value calculated is the product of the net kWh produced multiplied by the Net Surplus Compensation Rate (NSCR).
5. The NSCR value is established by MVU to reflect the costs MVU avoids in procuring power during the time period net surplus generators are likely to produce excess power.

6. MVU shall retain any net surplus energy generated by the NEM customer, including any associated environmental attributes or renewable energy credits (“REC”).
7. To be eligible for service under this Schedule, generating facilities must meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules regarding safety and reliability (i.e., MVU’s Electric Rule 21). All generating facilities must have a warranty of at least 10 years for all equipment and the associated installation from the system provider (not from MVU). All major solar system components (including PV panels and other generation equipment, inverters and meters) must be on the verified equipment list maintained by the CEC. Any other equipment, as determined by MVU, must be verified as having safety certification from a Nationally Recognized Testing Laboratory.
8. To be eligible for service under this Schedule, the customer’s generating facilities must be sized to offset part or all of the customer’s own electrical requirements and cannot be oversized. This means that the estimated output of the generating facility, using the CEC-AC nameplate rating for inverter-based generating facilities must not exceed the customer’s previous annual usage in kWh. In the event that there is less than 12 months of previous recorded usage data, the standard of 2 watts per square foot of the premises will apply.
9. Customers seeking to interconnect their generating facilities for the purpose of receiving service under this Schedule are subject to the interconnection requirements and interconnection cost responsibility provisions as established in MVU’s Electric Rule 21.
10. A new customer of record who owns, rents, or leases a premise that includes a generating facility that was approved by MVU for parallel operation prior to the new customer moving in and/or taking electric service with MVU will take service under this Schedule as long as the requirements of this Schedule are met. This provision also applies to premises where the developer/contractor establishes the interconnection.
11. Existing generating facilities currently under Schedule NEM that are modified such that: (1) the generating capacity or output increases by 10% or more; or (2) adding battery storage will be placed under Schedule NEM 2.0.

12. Existing customers under Schedule NEM will remain under Schedule NEM for a period of fifteen (15) years from the original year in which their generating facility was interconnected to MVU's grid as determined from the date the customer received the permission to operate (PTO), and then will be switched to Schedule NEM 2.0 or any otherwise applicable rate schedule. Existing customers under Schedule NEM can request to be placed under Schedule NEM 2.0 at any time; the customer's account will be trued up at the time of the request. This means that any outstanding balance due or credit due will be applied to the next regular billing.

SCHEDULE ED – ECONOMIC DEVELOPMENT (“ED”) RATE

**Applicability**

Commercial or industrial end-use customers that would otherwise receive service under Electric Rate Schedule TOU-LGS (Time of Use-Large General Service) and meet certain criteria as established and adopted by resolution of the City Council of the City of Moreno Valley may take advantage of the ED rate as a New Customer or Expanded Load Customer. This ED rate is applicable to all or part of the services provided to New Customers and Expanded Load Customers, as such terms are defined herein. Local Hiring Incentive applicable to certain other rate classes as described in Special Condition No. 6.

- 1. A New Customer shall be a customer seeking to locate a new business or relocate an existing business (not currently located within the territory served by Moreno Valley Utility) within Moreno Valley Utility’s service territory.
- 2. An Expanded Load Customer shall be an existing Moreno Valley Utility TOU-LGS customer that is adding new load to Moreno Valley by a minimum of 200 kW based upon the customer’s past electrical demand as determined by Moreno Valley Utility. The expanded load can be at the customer’s current site, or at a new site within the Moreno Valley Utility service territory. The ED rate will only be applied to the expanded load as determined in Section 5 below.
- 3. A New Customer shall meet the following criteria:
  - a. Targeted industries
    - i. Logistics/Distribution
    - ii. Medical/Healthcare
    - iii. Auto Dealerships
  - b. Job Creation
 

i. Tier 1 Discount Rate	150 – 499 jobs
ii. Tier 2 Discount Rate	500 – 999 jobs
iii. Tier 3 Discount Rate	greater than 1000 jobs
iv. Tier 4 Discount Rate	350 jobs minimum
v. Tier 5 Discount Rate	200 jobs minimum
  - c. City Revenue Producer – either sales tax or use tax generation
    - i. Tier 1a Discount Rate

- ii. Tier 4 Discount Rate - minimum \$40,000 annual sales tax revenue to the City

**Territory**

Within the entire territory served by Moreno Valley Utility.

**Character of Service**

The service provided hereunder shall be alternating current with regulated frequency of 60 hertz, three-phase, or a combination single and three-phase served through one meter, at a standard voltage not to exceed 480 volts, or as may be specified by the Electric Division. To be eligible to participate all customers must have a demand meter.

**Rates**

Except as provided herein, or in the Economic Development Rate Agreement, all charges and provisions of the customer’s otherwise applicable rate schedule shall apply. The applicable Energy Charge and Demand Charge under the customer’s otherwise applicable rate schedule will be reduced as follows:

	<b>Tier 1/Tier 1a</b>	<b>Tier 2</b>	<b>Tier 3</b>	<b>Tier 4</b>
<b>Year 1</b>	19.00%	21.50%	24.00%	26.50%
<b>Year 2</b>	16.00%	18.50%	21.00%	23.50%
<b>Year 3</b>	13.00%	15.50%	18.00%	20.50%
<b>Year 4</b>	10.00%	12.50%	15.00%	17.50%
<b>Year 5</b>	7.00%	9.50%	12.00%	14.50%

	<b>Tier 5</b>
<b>Years 1 – 4</b>	20.00%
<b>Years 5 – 8</b>	15.00%
<b>Years 9 – 12</b>	10.00%
<b>Years 13 - 16</b>	5.00%



### Special Conditions

1. Term: Economic Development Rate Agreements entered into under this Schedule shall be for a single five-year term, except for Tier 5, which shall be for a single sixteen-year term.
2. Approval: Application of this Rate Schedule shall be subject to the approval of the City Manager or his designee, based on meeting the eligibility criteria outlined herein.
3. Agreement: The customer must sign a standard Moreno Valley Economic Development Rate Agreement in order for the rates under this Schedule to be applicable. In addition to the other terms of this Schedule, the Economic Development Rate Agreement shall require the customer to reimburse Moreno Valley for all rate reductions received under this Schedule, if the customer fails to maintain the required minimum load during the applicable term of the Agreement.
4. Minimum Load: Customers qualifying under this Schedule as a New Customer with a projected minimum monthly electric demand of at least 500 kW or as an Expanded Load Customer under Applicability Sections 1 and 2 above, respectively, must agree to maintain a minimum level of load for five years for Tiers 1 through 4 and sixteen years for Tier 5 from the date service is first rendered under this Schedule as set forth in the Economic Development Rate Agreement.
5. Jobs: Job as prescribed in Section 3c above is defined as Full Time Equivalent that is working at least 1750 hours per year. The Customer retains authority in making individual hiring decisions. This program does not require the Customer to hire any person who does not have the experience and ability to qualify such persons for a job.
6. Local Hiring Incentive: The Local Hiring Incentive is available for Tier 1 through Tier 5. Customers who qualify under Tiers 1 – 4 and voluntarily hire at least 20% of Full Time Equivalent (FTE) employees that are City of Moreno Valley residents will receive an additional discount of 2%; those Customers who hire at least 40% of Full Time Equivalent (FTE) employees that are City of Moreno Valley residents will receive an additional discount of 4%. For Customers eligible for the Tier 5 discount, the Local Hiring Incentive is an additional 1% discount for Customers who voluntarily hire at least 20% of FTE employees that are City of Moreno Valley residents. The additional 1% discount will be applied to the first five years of the sixteen-year term. Any additional discounts will apply to the Energy Charge and Demand Charge. Customers must certify the local hire percentage each year to remain eligible for the additional discount.
7. Base Period Usage: Base Period Usage shall be established and agreed to in the Economic Development Rate Agreement for Expanded Load

Customers. Base Period Usage shall be the average monthly energy use and demand for the customer during the last three years of service to the customer, from the date ending the last payment period before the date of the Agreement. Expanded Load qualifying for the rate under this Schedule shall be measured as the difference between the new monthly, meter documented energy use and demand, and the Base Period Usage.

8. State Mandated Public Purpose Program Charge: All bills rendered under this Schedule shall be subject to the Public Purpose Program Charge as established by the City Council.
9. Miscellaneous Fees and Charges: Rates charged pursuant to this Schedule shall be subject to any Energy Users Taxes, Utility Users Taxes, and any other governmental taxes, duties, or fees which are applicable to Electric Service provided to Customer by the City of Moreno Valley. Rates are also subject to adjustment, as established by the City of Moreno Valley City Council in response to federal or state climate change laws, renewable portfolio standard or other mandated legislation. These adjustments may include but are not limited to charges to mitigate the impacts of greenhouse gas emissions or “green power” premiums.
10. Expanded Load: Expanded Load customers applying for this rate must demonstrate to the satisfaction of the Utility that the expanded load is new to Moreno Valley.
11. Effective Date: The effective date of the Economic Development Rate Agreement shall commence within 12 months from the date of the City’s approval, or the Agreement becomes null and void. The Agreement becomes effective upon execution by the parties, and the Economic Development Rate commences upon written notice by customer and coincides with the customer’s normal billing cycle.
12. Reapplication: Customers who have received service under the Economic Development Rate are eligible to reapply for the rate as an Expanded Load Customer 12 months after their current Economic Development Rate Agreement has expired, if they meet the criteria therefore.
13. Restrictions: Residential customers and federal, state or local government agencies are not eligible to apply for service under this Schedule.
14. City Manager: The City Manager or his/her designee may offer to customers an Economic Development Rate and term based upon the actual cost to serve the customer. The customer must sign a Moreno Valley Economic Development Rate Agreement, and such Agreement shall be approved by the City Council. All other terms and conditions under this rate schedule shall apply.

## SCHEDULE ED-BR - ECONOMIC DEVELOPMENT- BUSINESS RETENTION RATE

### **Applicability**

This Schedule is applicable to the anchor stores at Stoneridge Towne Centre and Moreno Beach Plaza, whose building size is 25,000 square feet or larger and have 30 or more employees.

1. The Customer must demonstrate to the satisfaction of the City that relocation of its entire operation to a site outside of Moreno Valley Utility's service territory is a viable alternative or that the threat of closure of the Customer's existing facilities is otherwise imminent.
2. The Customer must provide:
  - a. An affidavit that "but for" the economic development retention rate incentives, in combination with other city-sponsored incentives, such customer would relocate outside of the City's electric service territory, and
  - b. Substantial evidence demonstrating the business has considered viable locations outside of Moreno Valley's service territory including but not limited to incentive offer letters from competing states, local jurisdictions and economic development organizations and/or real estate sale and lease agreements for competing sites, or
  - c. Substantial evidence documenting the imminent threat of facility closure, including but not limited to letters from business owners or appropriate corporate officers documenting the circumstances which have led to this imminent threat and why the Business Retention Rate is necessary to retain the business within Moreno Valley Utility's service territory.
3. The Customer must agree to maintain a minimum level of load for five years from the date service is first rendered as set forth in the Economic Development Rate Agreement for Business Retention.

### **Territory**

Within the entire territory served by Moreno Valley Utility.

## Rates

Except as provided herein, or in the Economic Development Business Retention Rate Agreement, all charges and provisions of the customer's otherwise applicable rate schedule shall apply. The applicable Energy Charge and Demand Charge under the customer's otherwise applicable rate schedule will be reduced as follows:

- Year 1            20%
- Year 2            20%
- Year 3            20%
- Year 4            0%
- Year 5            0%

## Special Conditions

1. Term: Economic Development Rate Agreement for Business Retention entered into under this Schedule shall be for a single five-year term.
2. Approval: Application of this Rate Schedule shall be subject to the approval of the Public Works Director or his designee, based on meeting the eligibility criteria outlined herein.
3. Agreement: The customer must sign a standard Moreno Valley Economic Development Rate Agreement for Business Retention in order for the rates under this Schedule to be applicable. In addition to the terms of this Schedule, the Economic Development Rate Agreement for Business Retention shall require the customer to reimburse Moreno Valley for all rate reductions received under this Schedule, if the customer fails to maintain the required minimum load during the five-year term of the Agreement.
4. Minimum Load: All customers must agree to maintain a minimum level of load for five years from the date service is first rendered under this Schedule as set forth in the Economic Development Rate Agreement for Business Retention.
5. State Mandated Public Purpose Charge: All bills rendered under this Schedule shall be subject to the Public Purpose Charge as established by the City Council.
6. Miscellaneous Fees and Charges: Rates charged pursuant to this Schedule shall be subject to any Energy Users Taxes, Utility Users Taxes, and any other governmental taxes, duties, or fees which are applicable to Electric Service provided to Customer by the City of Moreno Valley. Rates are also subject to adjustment, as established by the City of Moreno Valley City Council in response to federal or state climate change laws, renewable portfolio standard or other mandated legislation. These adjustments may

include but are not limited to charges to mitigate the impacts of greenhouse gas emissions or “green power” premiums.

7. Effective Date: The Agreement becomes effective upon execution by the parties, and the Economic Development Business Retention Rate commences with the customer’s normal billing cycle following execution of the Agreement by both parties.
8. Restrictions: Residential customers, small commercial customers, and federal, state or local government agencies are not eligible to apply for service under this Schedule.

## SCHEDULE EV PUBLIC – ELECTRIC VEHICLE PUBLIC CHARGING

### Applicability

This Schedule is applicable to electric vehicle charging stations owned and maintained by Moreno Valley Utility.

Charging type	Voltage
Level 2	240V
Level 3	480V

### Territory

Within the entire territory served by Moreno Valley Utility.

### Rates

Level 2 City Owned Charging Station	\$0.21 per kWh
Level 3 City Owned Charging Station	\$0.35 per kWh

Per Ordinance 942, there is a four-hour maximum for parking and charging of electric vehicles in a single charging session. Sessions will be given a 30-minute grace period and thereafter will be charged \$1.00 per hour up to a maximum of \$30.00.

SCHEDULE WTR – WIRELESS TECHNOLOGY RATE

**Applicability**

This Schedule is applicable to single-phase service for wireless technology industries and utility customers deploying advanced metering infrastructure (AMI) that require electric service to operate wireless communication devices that are mounted on existing utility facilities, or other facilities approved by the utility and are unmetered.

The monthly kilowatt-hour (kWh) usage of each device shall not exceed 2,700 kWh. Effective with the date the customer becomes ineligible for service under this Schedule, the customer’s account shall be transferred to Schedule B - General Service or another applicable rate schedule.

**Territory**

Within the entire territory served by Moreno Valley Utility.

**Rates**

**Customer Charge - \$/Month:**

Single Phase	\$18.93
Polyphase	\$18.96

**Inspection Charge - \$/Device/Inspection** \$15.23

**Initialization of Service Charge – One-Time Fee**

Fixed Energy Charge - \$/Device/Month: \$10.42

Tier	Energy Use	Max Watts/ Connected Load	\$/Device/ Month
1	0-50 kWhs / Month	75	\$7.24
2	51-100 kWhs / Month	149	\$14.48
3	101-150 kWhs / Month	224	\$21.73
4	151-200 kWhs / Month	298	\$29.00
5	201-250 kWhs / Month	373	\$36.22
6	251-300 kWhs / Month	448	\$43.46
7	301-350 kWhs / Month	522	\$50.71
8	351-400 kWhs / Month	597	\$57.95
9	401-450 kWhs / Month	672	\$65.20

Tier	Energy Use	Max Watts/ Connected Load	\$/Device/ Month
10	451-500 kWhs / Month	746	\$72.44
11	501-900 kWhs / Month	1,343	\$130.40
12	901-1,350 kWhs / Month	2,014	\$195.59
13	1,351-1,800 kWhs / Month	2,686	\$260.76
14	1,801-2,250 kWhs / Month	3,357	\$325.98
15	2,251-2,700 kWhs / Month	4,028	\$391.18

### Public Purpose Charge – Per Device per Month

Tiers	Energy Use	\$/Device/ Month
1	0-50 kWhs / Month	\$0.43
2	51-100 kWhs / Month	\$0.87
3	101-150 kWhs / Month	\$1.30
4	151-200 kWhs / Month	\$1.73
5	201-250 kWhs / Month	\$2.17
6	251-300 kWhs / Month	\$2.60
7	301-350 kWhs / Month	\$3.03
8	351-400 kWhs / Month	\$3.47
9	401-450 kWhs / Month	\$3.90
10	451-500 kWhs / Month	\$4.34
11	501-900 kWhs / Month	\$7.79
12	901-1,350 kWhs / Month	\$11.69
13	1,351-1,800 kWhs / Month	\$15.59
14	1,801-2,250 kWhs / Month	\$19.49
15	2,251-2,700 kWhs / Month	\$23.38

### Special Conditions

1. Voltage: Service will be supplied at 120 volts (one fuse per 120-volt leg).
2. Three-Phase Service: Where the utility determines, it is impractical to provide single-phase service under this Schedule three-phase service will be provided.
3. Limited Availability: This Schedule is available only where MVU determines that an applicable agency having jurisdiction has an existing code, ordinance, formal



policy statement or requirement that prohibits above ground electrical meter facilities in the public right-of-way.

4. Determination of Monthly usage: The customer must provide the utility information from which the utility can determine the level of kWh usage to be consumed and/or level of service to be provided, such as the manufacturers' equipment specifications, data sheets, etc., and the number of devices to be installed. The utility will place the customer in the appropriate usage tier and charge according to the maximum value of that tier. The utility retains the right to perform on- site inspections to verify the energy consumption of the device(s).
5. Maximum Wattage: The rate tiers must coincide with the maximum wattage ratings listed below. The wattage information shall be provided by the customer in order to assist SCE in determining the appropriate tier.

<b>Tiers</b>	<b>Energy Use</b>	<b>Usage Fuse Size</b>	<b>Maximum Watts / Connected Load Name Plat</b>
1	0-50 kWhs / Month	KTK-3/4	75 watts
2	51-100 kWhs / Month	KTK-1	149 watts
3	101-150 kWhs / Month	KTK-1-1/2	224 watts
4	151-200 kWhs / Month	KTK-2	298 watts
5	201-250 kWhs / Month	KTK-2-1/2	373 watts
6	251-300 kWhs / Month	KTK-3	448 watts
7	301-350 kWhs / Month	KTK-3-1/2	522 watts
8	351-400 kWhs / Month	KTK-4	597 watts
9	401-450 kWhs / Month	KTK-5	672 watts
10	451-500 kWhs / Month	KTK-6	746 watts
11	501-900 kWhs / Month	KTK-10	1,343 watts
12	901-1,350 kWhs / Month	KTK-15	2,014 watts
13	1,351-1,800 kWhs / Month	KTK-20	2,686 watts
14	1,801-2,250 kWhs / Month	KTK-25	3,357 watts
15	2,251-2,700 kWhs / Month	KTK-30	4,028 watts

6. Installation: The device(s) shall be installed on utility facilities, or other facilities approved by the utility. Utility customers taking service for AMI-related devices attached to utility-owned facilities may attach only to underground-fed streetlight poles. When the devices are installed on utility facilities, the installation and

removal of such device(s) will be performed at the customer's expense. Device installation shall not be performed under this Schedule where location, mounting height, and/or other considerations are not acceptable to the utility. Unless approved by the utility, all wireless communication devices must be visible to the utility.

7. Modification of Facilities: No modifications can be made to the customer-owned wireless communications devices or the AMI-related devices unless approved by MVU. Where the customer requests a modification of MVU-owned facilities, and such modifications are acceptable to MVU, MVU will perform the requested modifications at the customer's expense.
8. Maintenance: Upon installation of the device(s), where the utility experiences, or expects to experience, maintenance costs exceeding its normal maintenance expense resulting from, but not limited to, vandalism, the utility may require the customer to pay the excess maintenance expense.
9. Discontinuance and Restoration of Service: Discontinuance and restoration of service to the customer shall be completed in accordance with Rule 11.
10. Liability of the Utility: The utility shall not, by taking action pursuant to its tariffs, be liable for any loss, damage, or injury, established or alleged, which may result, or be claimed to result, there from.
11. Distribution Line Extension: Distribution line extensions shall be installed in accordance with Rule 15.
12. Service Extension: Services shall be installed and maintained as provided in Rule 16.
13. Initialization of Service Charge: A one-time charge, as shown in the RATES section of this schedule, is applied to each service account provided service under this Schedule to recover the costs of a lock and spare fuse which are required with the initialization of service.



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Michael L. Wolfe, P.E., Public Works Director/City Engineer

**AGENDA DATE:** April 7, 2020

**TITLE:** AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO NPG CORPORATION FOR PARKING LOT REPAIR SERVICES AT THE PUBLIC SAFETY BUILDING

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### **RECOMMENDED ACTION**

#### **Recommendations:**

1. Amend the FY 2019/20 and 2020/21 Capital Improvement Plan (CIP) by adding project 803 0047 - Public Safety Building Back Parking Lot Improvements.
2. Award a construction contract to NPG Corporation, 1354 Jet Way, Perris, CA 92571, for Public Safety Building Parking Lot Repair Services and authorize the City Manager to execute said contract in substantial conformance with the attached in the amount of \$105,960.
3. Authorize the Public Works Director/City Engineer to execute any subsequent related change orders to the contract, but not exceeding, the total contingency of \$10,596 subject to the approval of the City Attorney, for a total Purchase Order amount of \$116,556.

### **SUMMARY**

This report recommends adding a CIP project and approval of a \$105,960 contract with NPG Corporation to provide parking lot repair services at the Public Safety Building. The parking lot at the Public Safety Building is currently in need of various repairs, which would improve the overall surface conditions of the parking lot area.

### **DISCUSSION**

The Moreno Valley Public Safety Building serves the Moreno Valley Police Department and the Moreno Valley Fire Administration Office. The asphalt parking lot in the rear of

the building that serves the staff is in need of repair due to normal wear. The originally approved FY 2019/20 & FY 2020/21 CIP did not include a specific project for this work. However, the work is necessary given the existing condition of the flexible and rigid pavement.

The contract has been competitively bid, as quotes for this scope of work were requested from three contractors. Informal bidding procedures were followed in conformance with the Public Contract Code. Proposals were received as follows:

CONTRACTORS	Base Bid
• NPG Corporation	\$105,960.00
• International Paving Services, Inc.	\$109,840.00
• AAA Paving Company	\$103,621.33

The proposal received from AAA Paving Company did not match the project's scope of work and therefore is not acceptable. As such, staff has reviewed the proposal by NPG Corporation and finds it to be the lowest responsible bidder in possession of a valid license and certifications. No outstanding issues were identified through review of the proposal submitted by NPG Corporation.

Work shall be in accordance with all specifications, terms, and conditions described herein. Work will be phased in order to maintain access to the parking area for police and fire needs.

NPG Corporation will be required to enter into an Agreement, in substantial conformance with the attached draft, for On-Site and Professional Services Agreement for requested work.

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 provide for the timely construction of Parking Lot Repairs at the Public Safety Building.*
2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will delay the timely construction of Parking Lot Repairs at the Public Safety Building, which could result in additional deterioration and potential increased costs.*

### **FISCAL IMPACT**

Sufficient funds are available in account 1010-60-65-80003-720199 Project No. 803 0047-1010-99 to cover the project costs of \$116,556, which includes \$10,596 of contingency. There is no additional appropriation required.

**ANTICIPATED PROJECT SCHEDULE:**

Start Construction.....May 2020  
End Construction.....October 2020

**NOTIFICATION**

All utilities, adjacent property owners, law enforcement, fire department, and other emergency services responders in the area will be notified in a timely manner prior to the start of construction work.

**PREPARATION OF STAFF REPORT**

Prepared by:  
Steve Pivovarovff  
Maintenance & Operations Division Manager

Department Head Approval:  
Michael L. Wolfe, P.E.  
Public Works Director/City Engineer

Concurred by:  
Angelic Davis  
Purchasing 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. Attachment 1\_Agreement for Parking Lot Repair Services

### APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	3/30/20 5:33 PM
City Attorney Approval	<u>✓ Approved</u>	3/30/20 11:04 AM
City Manager Approval	<u>✓ Approved</u>	4/01/20 11:38 AM

## City of Moreno Valley

**AGREEMENT FOR ON-SITE AND/OR PROFESSIONAL SERVICES**

This Agreement is made by and between the City of Moreno Valley, California, a municipal corporation, with its principal place of business at 14177 Frederick Street, Moreno Valley, CA 92552, hereinafter referred to as the “City”, and NPG, Inc., a Corporation with its principal place of business at 1354 Jet Way, Perris, CA, 92571, hereinafter referred to as the “Contractor,” based upon City policies and the following legal citations:

**RECITALS**

- A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors;
- B. Contractor desires to perform and assume responsibility for the provision of professional parking lot repair services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing professional parking lot repair services, and is licensed in the State of California, if applicable;
- C. City desires to engage Contractor to render such services for parking lot repair services, as set forth in this Agreement;
- D. The public interest, convenience, necessity and general welfare will be served by this Agreement; and
- E. This Agreement is made and entered into effective the date the City signs this Agreement.

**TERMS****1. CONTRACTOR INFORMATION:**

Contractor’s Name: NPG, Inc.  
 Address: 1354 Jet Way  
 City: Perris State: CA Zip: 92571  
 Business Phone: (951) 940-0200 Fax No. (951) 940-9192  
 Other Contact Number: N/A  
 Business License Number: 664779  
 Federal Tax I.D. Number: 95-2679967

**2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:**

- A. The Contractor’s scope of service is described in Exhibit “A” attached hereto and incorporated herein by this reference.
- B. The City’s responsibilities, other than payment, are described in Exhibit “B” attached hereto and incorporated herein by this reference.

- C. Payment terms are provided in Exhibit “C” attached hereto and incorporated herein by this reference.
- D. The term of this Agreement shall be from April 7, 2020 to June 30, 2021 provided that annual funding appropriations and program approvals have been granted by the City Council and if no written notice of termination is received by either party. In the event that the City Council does not grant necessary funding appropriation and/or program approval, then the affected multi-year agreement becomes null and void, effective July 1st of the fiscal year for which such approvals have been denied. The City acknowledges that it will not unreasonably withhold approval of the Contractor’s requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor’s reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.
3. **STANDARD TERMS AND CONDITIONS:**
- A. Control of Work. Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The City will not provide any training to Contractor or his/her/its employees.
- B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services is paid by the Contractor, an agent or employee of the City, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the City, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the City.
- C. Labor Laws and Prevailing Wages; Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the City. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the City shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].  
All work or services performed within the State of California pursuant to this Agreement by Contractor, Contractor’s employees and independent contractors, or Contractor’s subcontractors and its subcontractors’ employees and independent contractors shall be performed by individuals lawfully permitted to perform such work or services in the State of California and/or the United States of America pursuant to all applicable State and/or Federal labor laws, rules and regulations including, but not limited to, any State or Federal law, rule or regulation prohibiting the employment of undocumented



workers or any other person not lawfully permitted to perform said work or services in the State of California or the United States of America.

Contractor represents that it is an equal opportunity employer and shall not discriminate against any subcontractor, employee, or applicant (“person”) for employment because of denial of family and medical care leave; race; religious creed (including religious dress and grooming practices); color; national origin (including language use restrictions); ancestry; physical disability or mental disability (including HIV and Aids); medical condition (cancer and genetic characteristics); genetic information; military or veteran status; marital status; gender, gender identity, and gender expression; sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding); age or sexual orientation. Unless otherwise permitted under the law, Contractor shall not refuse to hire or employ any such person or refuse to select any such person for a training program leading to employment, or bar or discharge any such person from employment or from a training program leading to employment, or otherwise discriminate against any such person in compensation or in terms, conditions, or privileges of employment.

Contractor and all of Contractor’s subcontractors, if any, shall pay each employee engaged in all applicable trades or occupation not less than the prevailing hourly wage rate for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In accordance with the provisions of Section 1770 of the California Labor Code (“Labor Code”), the Director of Department of Industrial Relations of the State of California has determined the general prevailing rates of wages and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Labor Code Section 1773.8, apprenticeship or other training programs authorized by Labor Code Section 3093 and similar purposes applicable to the work to be done. Said wages are available through the California Department of Industrial Relations’ Internet website at <http://www.dir.ca.gov/dlsr/PWD/index.htm> and are on file at City Hall, as provided in Section 1773.2 of the Labor Code. Said rates shall be posted at the Project site where work is to be performed, in accordance with Labor Code Section 1773.2. Contractor shall access a copy of the wage rate determination and shall make all subcontractors, if any, aware of the determination. As the wage determination for each craft reflects an expiration date, it shall be the Contractor’s responsibility to ensure that the prevailing wage rates of concern are current and paid. Subject to the safe harbor provisions of Labor Code Section 1775, Contractor shall forfeit to the CITY an amount not to exceed two hundred dollars (\$200) for each calendar day or portion thereof, as set by the Labor Commissioner in accordance with the terms of Labor Code section 1775, for each laborer, workmen or mechanics employed that is paid less than the general prevailing rate of wages herein referred to and stipulated for any work done under the proposed contract, by him, or by any subcontractor under him, in violation of the provisions of the

Labor Code, and in particular, Sections 1770 to 1781 inclusive. Contractor and any and all or its subcontractors shall forfeit to the CITY twenty-five dollars (\$25) for each worker employed in the performance of this Agreement for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Section 1813 of the Labor Code. In the event the total cost of the Project is thirty thousand dollars (\$30,000.00) or more, Contractor shall further comply with provisions set forth in Labor Code Section 1777.5 pertaining to employment of properly registered apprentices, including without limitation the obligation to (i) pay employed apprentices the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of craft or trade to which he or she is registered; (ii) employ apprentices in at least the ratio as set forth in said section; (iii) submit contract award information to an applicable apprenticeship program; and (iv) contribute to California Apprenticeship Council.

Contractor and all subcontractors hired to perform any work under the Project shall keep accurate payroll records, including the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each worker, in accordance with Section 1776 of the Labor Code. Payroll records shall be on forms provided by the Division of Labor Standards Enforcement (“DLSE”) or in a manner containing the same information as the forms provided by the DLSE. Failure to comply with the above may result in monetary penalties to the Contractor or affected subcontractor. Payroll records shall be verified by written declaration made under penalty of perjury, that the information contained in the records is true and correct. Contractor and any and all subcontractors shall make a certified copy of all payroll records available for inspection by DLSE, the CITY or any member of the public and otherwise provide certified copies of such records to any of the foregoing within ten (10) days of Contractor’s and subcontractor’s receipt of written request therefor. Failure to comply with the above may result in monetary penalties, in accordance with Labor Code Section 1776(d) and (h).

Notwithstanding anything else to the contrary, Contractor hereby acknowledges that all contractors must be registered with the Department of Industrial Relations (“Department”) pursuant to Labor Code Section 1725.5 in order to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract, including this Agreement, that is subject to the payment of prevailing wages. Contractor represents and warrants that Contractor is registered with the Department in the manner prescribed by the Department and has paid the requisite application fee, as required by Labor Code Section 1725.5. Moreover, prior to Contractor entering into any contracts with any subcontractor, Contractor shall obtain proof that all such subcontractors have also registered with the Department in accordance with Section 1725.5.

- D. Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.
- E. Substitution of Key Personnel. Contractor has represented to City that certain key personnel will perform and coordinate the services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the project or a threat to the safety of persons or property, shall be promptly removed from the project by the Contractor at the request of the City. The key personnel for performance of this Agreement are as follows: **Mimi Stone, Production Manager; Jay Ornelas, Superintendent; Joe Rangel, Superintendent.**
- F. City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.
- G. Contractor's Representative. Contractor hereby designates **Lou Ton, Project Manager**, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the services under this Agreement.
- H. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Agreement. Contractor shall be liable for all violations of such laws and regulations in connection with services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.
- I. Standard of Care; Performance of Employees. Contractor shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the profession necessary to perform the services.

Contractor warrants that all employees and subcontractor shall have sufficient skill and experience to perform the services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the services and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any employee of the Contractor or its subcontractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the services in a manner acceptable to the City, shall be promptly removed from the project by the Contractor and shall not be re-employed to perform any of the services or to work on the project.

- J. Contractor Indemnification. Contractor shall indemnify, defend and hold the City, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including, without limitation, the payment of all consequential damages, expert witness fees, reasonable attorney's fees and other related costs and expenses, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Agreement and this Agreement. Acceptance of this Agreement signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees.
- K. Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section "J" that may be brought or instituted against City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.
- L. Insurance Requirements. The Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be

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

The Contractor shall procure and maintain, at its sole expense, Workers’ Compensation Insurance in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Contractor and the City, the Housing Authority and CSD against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form “Exception to Worker’s Compensation Coverage” is signed, notarized and attached to this Agreement

✘ General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, sub-Contractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum amounts provided below:

Bodily Injury	\$1,000,000 per occurrence/ \$2,000,000 aggregate
Property Damage	\$500,000 per occurrence/ \$500,000 aggregate

✘ Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/CSD/Housing Authority premises. Such coverage limits shall not be less than \$1,000,000 combined single limit.

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

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

the Moreno Valley Community Services District, its officers, employees and agents, under any third party liability policy

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

- M. Intellectual Property. Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the City unless explicitly stated otherwise in this Agreement. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Agreement. The City and the Contractor agree that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.
- N. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.
- O. (a) The City may terminate the whole or any part of this Agreement at any time without cause by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue work through the date of termination, provided that no work or service(s) shall be commenced or continued after receipt of the notice which is not intended to protect the interest of the City. The City shall pay the Contractor within thirty (30) days after receiving any invoice after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.
- (b) Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Contractor shall perform no further work or service(s) under the Agreement unless the notice of termination authorizes such further work.
- (c) If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished documents and data and other information of any kind prepared by Contractor in connection with the

performance of services under this Agreement. Contractor shall be required to provide such documents and other information within fifteen (15) days of the request.

(d) In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, similar to those terminated.

- P. Payment. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The City will not withhold any sums from compensation payable to Contractor. Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor's time and materials charges under the Agreement. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Agreement.
- Q. Restrictions on City Employees. The Contractor shall not employ any City employee or official in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.
- R. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.
- S. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**Contractor:**

NPG, Inc.  
1354 Jet Way  
Perris, CA 92571  
Attn: Lou Ton, Project Manager

**City:**

City of Moreno Valley  
25180 Santiago Dr.  
Moreno Valley, CA 92551  
Attn: Joe Mattox, Fleet & Facilities Maintenance Supervisor

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

- T. Time of Essence. Time is of the essence for each and every provision of this Agreement.
- U. City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this project.
- V. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.
- W. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.
- X. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the parties.
- Y. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.
- Z. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- AA. Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.
- BB Supplementary General Conditions (for projects that are funded by Federal programs). The following provisions, pursuant to 44 Code of Federal Regulations, Part 13, Subpart C, Section 13.36, as it may be amended from time to time, are included in the Agreement and are required to be included in all subcontracts entered into by CONTRACTOR for work pursuant to the Agreement, unless otherwise expressly provided herein. These provisions supersede any conflicting provisions in the General Conditions and shall take precedence over the General Conditions for purposes of interpretation of the General Conditions. These provisions do not otherwise modify or replace General Conditions not in direct conflict with these provisions. Definitions used in these provisions are as contained in the General Conditions.
1. CONTRACTOR shall be subject to the administrative, contractual, and legal remedies provided in the General Conditions in the event CONTRACTOR violates or breaches terms of the Agreement.
  2. CITY may terminate the Agreement for cause or for convenience, and CONTRACTOR may terminate the Agreement, as provided the General Conditions.



3. CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by CITY and/or subcontracts in excess of \$10,000 entered into by CONTRACTOR.)
4. CONTRACTOR shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and subcontracts for construction or repair.)
5. CONTRACTOR shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a7) as supplemented by Department of Labor regulations (29 CFR Part 5).
6. CONTRACTOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327330) as supplemented by Department of Labor regulations (29 CFR Part 5).
7. CONTRACTOR shall observe CITY requirements and regulations pertaining to reporting included in the General Conditions.
8. Patent rights with respect to any discovery or invention which arises or is developed in the course of or under the Agreement shall be retained by the CITY.
9. Copyrights and rights in data developed in the course of or under the Agreement shall be the property of the CITY. FEMA/CalOES reserve a royalty-free, nonexclusive, irrevocable license to reproduce, publish or otherwise use or authorize to others to use for federal purposes a copyright in any work developed under the Agreement and/or subcontracts for work pursuant to the Agreement.
10. CONTRACTOR shall provide access by the City, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
11. CONTRACTOR shall retain all required records for three years after CITY makes final payments and all other pending matters relating to the Agreement are closed.
12. CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (This provision applies to contracts exceeding \$100,000 and to subcontracts entered into pursuant to such contracts.)
13. CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat. 871).

**SIGNATURE PAGE TO FOLLOW**

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

City of Moreno Valley

NPG, Inc.

BY: \_\_\_\_\_  
Mike Lee  
Interim City Manager

BY: \_\_\_\_\_  
Jeffrey Nelson  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**INTERNAL USE ONLY**

APPROVED AS TO LEGAL FORM:

  
\_\_\_\_\_  
City Attorney

3/25/20  
\_\_\_\_\_  
Date

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Date

Attachment: Attachment 1\_Agreement for Parking Lot Repair Services (3985 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO

**EXHIBIT A  
CONTRACTOR'S SCOPE OF SERVICES**

- A. This Agreement between the City of Moreno Valley and Contractor is for parking lot repair services at the Public Safety Building, as shown in Exhibit A-1, to include labor, tax, and materials for the proposed parking lot repairs.
- B. Requests for service will be conveyed from the City via telephone or email requesting an informal or formal quote or proposal. There is no minimum or maximum number of service calls.
- C. Quotes and proposals must be prepared in accordance with the request for service and be submitted to the City prior to work being performed unless otherwise directed. Jobs valued in excess of \$1,000 will be quoted at prevailing wage and jobs valued in excess of \$5,000 will be awarded via competitive quotes with other firms.
- D. Work may include, but is not limited to: replacement, installation, repair, service, testing, and/or maintenance of parking lot materials and components including, but not limited to: CONCRETE & ASPHALT: Remove 180 sq. ft. of existing wash pad, remove 81' of existing concrete curb, lower drain inlet (+ or-) 4", remove 1,827 sq. ft. of asphalt to 10" deep, construct new concrete pad 10" x 25' x 78' (3500 PSI fibermesh & smooth broom finish), 3' x 19' extended concrete flowline, 81' monolithic curb & asphalt slot patch as needed. ASPHALT, CRACK SEAL, SEAL COAT & STRIPING: Grind edges as needed for smooth transitions & overlay with 1" of asphalt totaling 8,869 sq. ft. per plan. Apply 6,475' hot rubberized crack seal prior to slurry sealing in 2 move-ins. Apply 2 coats of HP-310 slurry seal approx. 162,000 sq. ft. in 2 move-ins includes oil spot treatment. Restripe to existing layout with 279 double white lines, 124 single white lines, 5 handicap crosshatch, 1' "No Parking" 9-8' "Slow" 4-8' "Stop", 6 white crosshatches, 1,200 In. ft. of 4" white line, 47 stencils, 350 In. ft. of red curb with 4" "No Parking Fire Lane" (excludes #'s and name stencils on stalls). All work is to be performed in accordance with manufacturers' recommendations, as well as all federal, state, country, and local regulations.
- E. This scope of work excludes any work other than incidental (less than 10 square feet) of any material containing asbestos. The contractor will immediately stop work if any encountered material is suspected to be asbestos and report the finding to the Maintenance & Operations Division Manager.
- F. All materials and completed work must meet local, county, state, and federal codes and regulations.
- G. Submission of Material Safety Data Sheets (MSDS) are mandatory for any supply or material used on the job or supplied in the course of this Agreement prior to receipt of or with the first shipment of hazardous material. Also, at any time the

content of an MSDS is revised, the Contractor is required to provide new information relevant to the specific material.

- H. The Contractor shall provide manufacturer's warranties and warranty workmanship, operation and performance as described within this Agreement.

## EXHIBIT A-1 CONTRACTOR'S SCOPE OF SERVICES (continued)

**SCOPE OF WORK:**

**CONCRETE & ASPHALT:**

- Remove 180 sq. ft. of existing wash pad
- Remove 81' of existing concrete curb
- Lower drain inlet (+ or-) 4"
- Remove 1,827 sq. ft. of asphalt to 10" deep
- Construct new concrete pad 10" x 25' x 78' (3500 PSI fibermesh & smooth broom finish)
- 3' x 19' extended concrete flowline
- 81' monolithic curb & asphalt slot patch as needed

**ASPHALT, CRACK SEAL, SEAL COAT & STRIPING:**

- Grind edges as needed for smooth transitions & overlay with 1" of asphalt totaling 8,869 sq. ft. per plan.
- Apply 6,475' hot rubberized crack seal prior to slurry sealing in 2 move-ins.
- Apply 2 coats of HP-310 slurry seal approx. 162,000 sq. ft. in 2 move-ins includes oil spot treatment.
- Restripe to existing layout with 279 double white lines, 124 single white lines, 5 handicap crosshatch, 1 "No Parking", 9-8" "Slow", 4-8" "Stop", 6 white crosshatches, 1,200 In. ft. of 4" white line, 47 stencils, 350 In. ft. of red curb with 4" "No Parking Fire Lane" (excludes #'s and name stencils on stalls).

\*Note: Map is not to scale. Areas to be repaired are approximate and are subject to minor adjustments without notice.

**OPTIONAL NEW WASH PAD (3500 PSI/FIBERMESH/SMOOTH BROOM FINISH): REMOVE 180 SF EXISTING PAD. SALVAGE & LOWER EXISTING INLET +/-4", REMOVE TOTAL 1,827 SF ASPHALT TO 10" DEEP. CONSTRUCT NEW PCC PAD 10" THICK X 25' X 78' INCLUDES 3'X19' EXTENDED FLOWLINE & 81' MONOLITHIC PCC CURB INCLUDES ALL ASPHALT SLOT PATCH AS NEEDED.**

**SUMMARY ASPHALT 1" OVERLAY W/ EDGE GRINDING :  
TOTAL 8,869 SF @15-18 SPOTS PER PLAN (1 MOVE)**

<p><b>NPG ASPHALT</b> Lou Ton - Project Engineer lton@npgasphalt.com CELL: 951/204-8100</p> <p style="font-size: x-small;">WWW.NPGASPHALT.COM 1354 Jet Way, Perris, CA 92371 Inland Empire: 951.940.0200 Tel 951.940.5192 Fax Desert Division: 760.320.9600 Tel</p>	<p style="font-size: x-small;">1. APPLY 6,475' HOT RUBBERIZED CRACKSEAL PRIOR TO SLURRY SEALING (2 MOVES) ←</p> <p style="font-size: x-small;">2. APPLY 2 COATS OF HP-310 SLURRY SEAL 162,000 SF INCLUDES OIL SPOTS TREATMENT ←</p> <p style="font-size: x-small;">3. RESTRIPE TO EXISTING LAYOUT (EXCLUDES # &amp; NAME STENCILS ON STALLS)</p> <p style="font-size: x-small; text-align: center;">EXCLUDES: PERMIT(S), ADA IMPROVEMENTS, TESTING, SURVEYING.</p>	<p style="font-size: x-small;">C/O MOVAL POLICE DEPT. 22850 CALLE SAN JUAN DE LOS LAGOS MOVAL, CA 92553</p>
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Attachment 1\_Agreement for Parking Lot Repair Services (3985 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO

**EXHIBIT B  
CITY'S RESPONSIBILITIES**

- A. The City of Moreno Valley is responsible for providing requests for service, access to sites to perform estimates and/or work, and organizing site visits.
- B. Provide escorts at sites that require the presence of a City employee during work periods.
- C. Provide purchase orders or other written authorization to confirm the approval of work.
- D. Provide materials when the scope of work so indicates.
- E. Fund all required City permits, excluding a City of Moreno Valley business license.

## EXHIBIT C

### TERMS OF PAYMENT

1. The Contractor's compensation shall not exceed \$105,960.00 over the total time period of the Agreement unless modified by an Amendment signed by all parties.
  - a. There shall be no charge for quotes or proposals.
  - b. There shall be no trip charge.
  - c. There shall be no fuel surcharge.
  - d. Parts shall be charged at no more than 15% above list price.
  - e. All labor shall be warranted for 90 days.
  - f. All parts shall be warranted per the manufacturer's implied warranty.
  
2. The Contractor will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: [http://www.moval.org/do\\_biz/biz-license.shtml](http://www.moval.org/do_biz/biz-license.shtml)
  
3. The Contractor will electronically submit an invoice to the City on a monthly basis for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services since the last invoice. At no time will the City pay for more services than have been satisfactorily completed and the City's determination of the amount due for any progress payment shall be final. The Contractor will submit all original invoices to Facilities Maintenance staff at [FacilitiesAP@moval.org](mailto:FacilitiesAP@moval.org).
 

Accounts Payable questions can be directed to (951) 413-3740.

Copies of invoices may be submitted to the Facilities Maintenance Office at [FacilitiesMaintenanceOffice@moval.org](mailto:FacilitiesMaintenanceOffice@moval.org) or calls directed to (951) 413-3740.
  
4. The Contractor agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has



- not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at:  
[http://www.moval.org/city\\_hall/forms.shtml#bf](http://www.moval.org/city_hall/forms.shtml#bf)
5. The minimum information required on all invoices is:
    - A. Vendor Name, Mailing Address, and Phone Number
    - B. Invoice Date
    - C. Vendor Invoice Number
    - D. City-provided Reference Number (e.g. Project, Activity)
    - E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
  6. The City shall pay the Contractor for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.
  7. Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.
  8. Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

**EXHIBIT C-1**

**CONTRACTOR'S PRICING**

**Contract Price.....\$105,960.00**

**Scope of Work:**

**CONCRETE & ASPHALT:**

- Remove 180 sq. ft. of existing wash pad
- Remove 81' of existing concrete curb
- Lower drain inlet (+ or-) 4"
- Remove 1,827 sq. ft. of asphalt to 10" deep
- Construct new concrete pad 10" x 25' x 78' (3500 PSI fibermesh & smooth broom finish)
- 3' x 19' extended concrete flowline
- 81' monolithic curb & asphalt slot patch as needed

**ASPHALT, CRACK SEAL, SEAL COAT & STRIPING:**

- Grind edges as needed for smooth transitions & overlay with 1" of asphalt totaling 8,869 sq. ft. per plan.
- Apply 6,475' hot rubberized crack seal prior to slurry sealing in 2 move-ins.
- Apply 2 coats of HP-310 slurry seal approx. 162,000 sq. ft. in 2 move-ins includes oil spot treatment.
- Restripe to existing layout with 279 double white lines, 124 single white lines, 5 handicap crosshatch, 1' "No Parking", 9-8' "Slow", 4-8' "Stop", 6 white crosshatches, 1,200 ln. ft. of 4" white line, 47 stencils, 350 ln. ft. of red curb with 4" "No Parking Fire Lane" (excludes #'s and name stencils on stalls).

Attachment: Attachment 1\_Agreement for Parking Lot Repair Services (3985 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Michael L. Wolfe, P.E., Public Works Director/City Engineer

**AGENDA DATE:** April 7, 2020

**TITLE:** AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO ALL AMERICAN ASPHALT FOR PAVEMENT REPAIR SERVICES

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### **RECOMMENDED ACTION**

#### **Recommendations:**

1. Award a construction contract with a Not-to-Exceed amount of \$200,000 to All American Asphalt, PO Box 2229, Corona, CA 92878, for pavement repair services and authorize the City Manager to execute said contract in substantial conformance with the attached in the amount of \$200,000
2. Authorize the Public Works Director/City Engineer to execute any subsequent related change orders to the contract but not exceeding the total amount of \$200,000 subject to the approval of the City Attorney.

### **SUMMARY**

This report recommends approval of a \$200,000 contract with All American Asphalt to provide repairs to potholes on an as-needed basis, which would supplement the existing City's Pothole Repair Program. The City's current Pothole Repair Program is staffed by employees who actively patrol roadways to perform repairs and also respond to specific reports of potholes from the City's residents.

### **DISCUSSION**

The City's street network includes approximately 509 centerline miles of roadways in which 171 miles are arterial/collector (non-residential) streets. The average Pavement Condition Index (PCI) for arterial/collector streets is 67 as evaluated in 2018, which is considered in a "fair" condition. The statewide average for all public streets in California as calculated in 2018 is 65.

The City staff is repairing approximately 800 to 900 potholes per month throughout the 51 square miles of the City. In 2019, the Operations and Maintenance (M&O) Division was able to respond to and repair approximately 9,900 potholes.

During the winter and spring, potholes become more prevalent because of the rain, especially on arterial and collector streets. As such, having an additional resource to temporarily assist in repairing potholes is beneficial since the M&O crews have several other safety-related maintenance responsibilities in the right-of-way (e.g. concrete repairs, storm drain maintenance, weed abatement, graffiti removal, street sweeping, etc.).

The bidding documents were completed and the project was advertised for construction bids in March 2020. Formal bidding procedures were followed in conformance with the Public Contract Code. Bids were received via the electronic bid management system, PlanetBids, on March 13, 2020, and one (1) bid was received as follows:

CONTRACTORS

Base Bid

All American Asphalt, Corona

\$1,650 hourly rate

Staff has reviewed the bid proposal by All American Asphalt and finds it to be a responsible bidder in possession of a valid license and certifications. No outstanding issues were identified through review of the references submitted by All American Asphalt in their bid.

Work shall be in accordance with all specifications, terms and conditions described herein. The City has set a Not-to-Exceed Amount of \$200,000 for this Agreement. The services will be utilized on an as needed basis under direction from the Public Works Department staff. All American Asphalt will be required to enter into an Agreement, in substantial conformance with the attached draft, for On-Site and Professional Services Agreement for requested work.

The M&O crews will continue to be the primary resource used to repairs potholes throughout the City. The contractor will be focused on providing pothole repairs, on an as-needed basis, for arterial and collector streets to supplement the in-house staff during the peak pothole repair months ahead. The proposed hourly rate and maximum contract amount results in approximately 15 working days for the contractor.

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 provide for the timely construction of Pothole Repairs in the City.*

- 2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will delay the timely construction of Pothole Repairs in the City which could result in additional deterioration and potential increased costs.*

**FISCAL IMPACT**

Sufficient funds are available in account 1010-70-78-45311-625099 to cover the project costs of \$200,000. No additional appropriation is required.

**ANTICIPATED PROJECT SCHEDULE:**

Start of Contract .....May 2020  
 End of Contract .....June 2021

**NOTIFICATION**

All utilities, adjacent property owners, law enforcement, fire department, and other emergency services responders in the area will be notified in a timely manner prior to the start of construction work.

**PREPARATION OF STAFF REPORT**

Prepared by:  
 Steve Pivovarovff  
 Maintenance & Operations Division Manager

Department Head Approval:  
 Michael L. Wolfe, P.E.  
 Public Works Director/City Engineer

Concurred by:  
 Angelic Davis  
 Purchasing 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.

**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

**ATTACHMENTS**

- 1. Attachment 1\_Agreement for Pothole Repair Services

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	3/30/20 5:35 PM
City Attorney Approval	<u>✓ Approved</u>	3/30/20 10:22 AM
City Manager Approval	<u>✓ Approved</u>	3/30/20 5:52 PM

City of Moreno Valley

**AGREEMENT FOR ON-SITE AND/OR PROFESSIONAL SERVICES**

This Agreement is made by and between the City of Moreno Valley, California, a municipal corporation, with its principal place of business at 14177 Frederick Street, Moreno Valley, CA 92552, hereinafter referred to as the “City”, and All American Asphalt, a Corporation with its principal place of business at P.O. Box 2229, Corona, CA, 92879, hereinafter referred to as the “Contractor,” based upon City policies and the following legal citations:

**RECITALS**

- A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors;
- B. Contractor desires to perform and assume responsibility for the provision of professional pothole repair services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing professional pothole repair services, and is licensed in the State of California, if applicable;
- C. City desires to engage Contractor to render such services for pothole repair services, as set forth in this Agreement;
- D. The public interest, convenience, necessity and general welfare will be served by this Agreement; and
- E. This Agreement is made and entered into effective the date the City signs this Agreement.

**TERMS**

**1. CONTRACTOR INFORMATION:**

Contractor’s Name: All American Asphalt  
 Address: PO Box 2229  
 City: Corona State: CA Zip: 92878  
 Business Phone: (951) 736-7600 Fax No. (951) 736-7646  
 Other Contact Number: N/A  
 Business License Number: 267073  
 Federal Tax I.D. Number: 95-2595043

**2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:**

- A. The Contractor’s scope of service is described in Exhibit “A” attached hereto and incorporated herein by this reference.
- B. The City’s responsibilities, other than payment, are described in Exhibit “B” attached hereto and incorporated herein by this reference.

Attachment: Attachment 1\_Agreement for Pothole Repair Services (3984 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO

- C. Payment terms are provided in Exhibit “C” attached hereto and incorporated herein by this reference.
- D. The term of this Agreement shall be from April 7, 2020 to June 30, 2021 provided that annual funding appropriations and program approvals have been granted by the City Council and if no written notice of termination is received by either party. In the event that the City Council does not grant necessary funding appropriation and/or program approval, then the affected multi-year agreement becomes null and void, effective July 1st of the fiscal year for which such approvals have been denied. The City acknowledges that it will not unreasonably withhold approval of the Contractor’s requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor’s reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

3. **STANDARD TERMS AND CONDITIONS:**

- A. Control of Work. Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The City will not provide any training to Contractor or his/her/its employees.
- B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services is paid by the Contractor, an agent or employee of the City, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the City, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the City.
- C. Labor Laws and Prevailing Wages; Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the City. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the City shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].  
All work or services performed within the State of California pursuant to this Agreement by Contractor, Contractor’s employees and independent contractors, or Contractor’s subcontractors and its subcontractors’ employees and independent contractors shall be performed by individuals lawfully permitted to perform such work or services in the State of California and/or the United States of America pursuant to all applicable State and/or Federal labor laws, rules and regulations including, but not limited to, any State or Federal law, rule or regulation prohibiting the employment of undocumented



workers or any other person not lawfully permitted to perform said work or services in the State of California or the United States of America.

Contractor represents that it is an equal opportunity employer and shall not discriminate against any subcontractor, employee, or applicant (“person”) for employment because of denial of family and medical care leave; race; religious creed (including religious dress and grooming practices); color; national origin (including language use restrictions); ancestry; physical disability or mental disability (including HIV and Aids); medical condition (cancer and genetic characteristics); genetic information; military or veteran status; marital status; gender, gender identity, and gender expression; sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding); age or sexual orientation. Unless otherwise permitted under the law, Contractor shall not refuse to hire or employ any such person or refuse to select any such person for a training program leading to employment, or bar or discharge any such person from employment or from a training program leading to employment, or otherwise discriminate against any such person in compensation or in terms, conditions, or privileges of employment.

Contractor and all of Contractor’s subcontractors, if any, shall pay each employee engaged in all applicable trades or occupation not less than the prevailing hourly wage rate for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In accordance with the provisions of Section 1770 of the California Labor Code (“Labor Code”), the Director of Department of Industrial Relations of the State of California has determined the general prevailing rates of wages and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Labor Code Section 1773.8, apprenticeship or other training programs authorized by Labor Code Section 3093 and similar purposes applicable to the work to be done. Said wages are available through the California Department of Industrial Relations’ Internet website at <http://www.dir.ca.gov/dlsr/PWD/index.htm> and are on file at City Hall, as provided in Section 1773.2 of the Labor Code. Said rates shall be posted at the Project site where work is to be performed, in accordance with Labor Code Section 1773.2. Contractor shall access a copy of the wage rate determination and shall make all subcontractors, if any, aware of the determination. As the wage determination for each craft reflects an expiration date, it shall be the Contractor’s responsibility to ensure that the prevailing wage rates of concern are current and paid. Subject to the safe harbor provisions of Labor Code Section 1775, Contractor shall forfeit to the CITY an amount not to exceed two hundred dollars (\$200) for each calendar day or portion thereof, as set by the Labor Commissioner in accordance with the terms of Labor Code section 1775, for each laborer, workmen or mechanics employed that is paid less than the general prevailing rate of wages herein referred to and stipulated for any work done under the proposed contract, by him, or by any subcontractor under him, in violation of the provisions of the

Labor Code, and in particular, Sections 1770 to 1781 inclusive. Contractor and any and all or its subcontractors shall forfeit to the CITY twenty-five dollars (\$25) for each worker employed in the performance of this Agreement for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Section 1813 of the Labor Code. In the event the total cost of the Project is thirty thousand dollars (\$30,000.00) or more, Contractor shall further comply with provisions set forth in Labor Code Section 1777.5 pertaining to employment of properly registered apprentices, including without limitation the obligation to (i) pay employed apprentices the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of craft or trade to which he or she is registered; (ii) employ apprentices in at least the ratio as set forth in said section; (iii) submit contract award information to an applicable apprenticeship program; and (iv) contribute to California Apprenticeship Council.

Contractor and all subcontractors hired to perform any work under the Project shall keep accurate payroll records, including the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each worker, in accordance with Section 1776 of the Labor Code. Payroll records shall be on forms provided by the Division of Labor Standards Enforcement (“DLSE”) or in a manner containing the same information as the forms provided by the DLSE. Failure to comply with the above may result in monetary penalties to the Contractor or affected subcontractor. Payroll records shall be verified by written declaration made under penalty of perjury, that the information contained in the records is true and correct. Contractor and any and all subcontractors shall make a certified copy of all payroll records available for inspection by DLSE, the CITY or any member of the public and otherwise provide certified copies of such records to any of the foregoing within ten (10) days of Contractor’s and subcontractor’s receipt of written request therefor. Failure to comply with the above may result in monetary penalties, in accordance with Labor Code Section 1776(d) and (h).

Notwithstanding anything else to the contrary, Contractor hereby acknowledges that all contractors must be registered with the Department of Industrial Relations (“Department”) pursuant to Labor Code Section 1725.5 in order to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract, including this Agreement, that is subject to the payment of prevailing wages. Contractor represents and warrants that Contractor is registered with the Department in the manner prescribed by the Department and has paid the requisite application fee, as required by Labor Code Section 1725.5. Moreover, prior to Contractor entering into any contracts with any subcontractor, Contractor shall obtain proof that all such subcontractors have also registered with the Department in accordance with Section 1725.5.

- D. Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.
- E. Substitution of Key Personnel. Contractor has represented to City that certain key personnel will perform and coordinate the services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the project or a threat to the safety of persons or property, shall be promptly removed from the project by the Contractor at the request of the City. The key personnel for performance of this Agreement are as follows: **Augustine De Los Reyes, Project Manager.**
- F. City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.
- G. Contractor's Representative. Contractor hereby designates **Augustine De Los Reyes, Project Manager**, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the services under this Agreement.
- H. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Agreement. Contractor shall be liable for all violations of such laws and regulations in connection with services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.
- I. Standard of Care; Performance of Employees. Contractor shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the profession necessary to perform the services. Contractor warrants that all employees and subcontractor shall have sufficient

skill and experience to perform the services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the services and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any employee of the Contractor or its subcontractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the services in a manner acceptable to the City, shall be promptly removed from the project by the Contractor and shall not be re-employed to perform any of the services or to work on the project.

- J. Contractor Indemnification. Contractor shall indemnify, defend and hold the City, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including, without limitation, the payment of all consequential damages, expert witness fees, reasonable attorney's fees and other related costs and expenses, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Agreement and this Agreement. Acceptance of this Agreement signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees.
- K. Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section "J" that may be brought or instituted against City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.
- L. Insurance Requirements. The Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide

and shall be legally licensed and qualified to conduct business in the State of California:

The Contractor shall procure and maintain, at its sole expense, Workers' Compensation Insurance in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Contractor and the City, the Housing Authority and CSD against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form "Exception to Worker's Compensation Coverage" is signed, notarized and attached to this Agreement

✘ General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, sub-Contractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum amounts provided below:

Bodily Injury	\$1,000,000 per occurrence/ \$2,000,000 aggregate
Property Damage	\$500,000 per occurrence/ \$500,000 aggregate

✘ Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/CSD/Housing Authority premises. Such coverage limits shall not be less than \$1,000,000 combined single limit.

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

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

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

- M. Intellectual Property. Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the City unless explicitly stated otherwise in this Agreement. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Agreement. The City and the Contractor agree that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.
- N. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.
- O. (a) The City may terminate the whole or any part of this Agreement at any time without cause by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue work through the date of termination, provided that no work or service(s) shall be commenced or continued after receipt of the notice which is not intended to protect the interest of the City. The City shall pay the Contractor within thirty (30) days after receiving any invoice after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.
- (b) Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Contractor shall perform no further work or service(s) under the Agreement unless the notice of termination authorizes such further work.
- (c) If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished documents and data and other information of any kind prepared by Contractor in connection with the performance of services under this Agreement. Contractor shall be required to

provide such documents and other information within fifteen (15) days of the request.

(d) In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, similar to those terminated.

- P. Payment. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The City will not withhold any sums from compensation payable to Contractor. Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor’s time and materials charges under the Agreement. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Agreement.
- Q. Restrictions on City Employees. The Contractor shall not employ any City employee or official in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.
- R. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.
- S. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**Contractor:**

All American Asphalt  
PO Box 2229  
Corona, CA 92878  
Attn: Augustine De Los Reyes, Project Manager

**City:**

City of Moreno Valley  
25180 Santiago Dr.  
Moreno Valley, CA 92551  
Attn: Steve Pivovarovff, Maintenance & Operations Division Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

- T. Time of Essence. Time is of the essence for each and every provision of this Agreement.
- U. City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this project.
- V. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.
- W. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.
- X. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the parties.
- Y. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.
- Z. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- AA. Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.
- BB Supplementary General Conditions (for projects that are funded by Federal programs). The following provisions, pursuant to 44 Code of Federal Regulations, Part 13, Subpart C, Section 13.36, as it may be amended from time to time, are included in the Agreement and are required to be included in all subcontracts entered into by CONTRACTOR for work pursuant to the Agreement, unless otherwise expressly provided herein. These provisions supersede any conflicting provisions in the General Conditions and shall take precedence over the General Conditions for purposes of interpretation of the General Conditions. These provisions do not otherwise modify or replace General Conditions not in direct conflict with these provisions. Definitions used in these provisions are as contained in the General Conditions.
1. CONTRACTOR shall be subject to the administrative, contractual, and legal remedies provided in the General Conditions in the event CONTRACTOR violates or breaches terms of the Agreement.
  2. CITY may terminate the Agreement for cause or for convenience, and CONTRACTOR may terminate the Agreement, as provided the General Conditions.



3. CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by CITY and/or subcontracts in excess of \$10,000 entered into by CONTRACTOR.)
4. CONTRACTOR shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and subcontracts for construction or repair.)
5. CONTRACTOR shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a7) as supplemented by Department of Labor regulations (29 CFR Part 5).
6. CONTRACTOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327330) as supplemented by Department of Labor regulations (29 CFR Part 5).
7. CONTRACTOR shall observe CITY requirements and regulations pertaining to reporting included in the General Conditions.
8. Patent rights with respect to any discovery or invention which arises or is developed in the course of or under the Agreement shall be retained by the CITY.
9. Copyrights and rights in data developed in the course of or under the Agreement shall be the property of the CITY. FEMA/CalOES reserve a royalty-free, nonexclusive, irrevocable license to reproduce, publish or otherwise use or authorize to others to use for federal purposes a copyright in any work developed under the Agreement and/or subcontracts for work pursuant to the Agreement.
10. CONTRACTOR shall provide access by the City, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
11. CONTRACTOR shall retain all required records for three years after CITY makes final payments and all other pending matters relating to the Agreement are closed.
12. CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (This provision applies to contracts exceeding \$100,000 and to subcontracts entered into pursuant to such contracts.)
13. CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat. 871).

**SIGNATURE PAGE TO FOLLOW**

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

City of Moreno Valley

All American Asphalt

BY: \_\_\_\_\_  
Mike Lee  
Interim City Manager

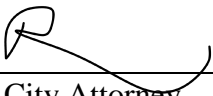
BY: \_\_\_\_\_  
Edward J. Carlson  
Vice President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**INTERNAL USE ONLY**

APPROVED AS TO LEGAL FORM:

  
\_\_\_\_\_  
City Attorney

3/25/20  
\_\_\_\_\_  
Date

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Date

Attachment: Attachment 1\_Agreement for Pothole Repair Services (3984 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO

**EXHIBIT A  
CONTRACTOR'S SCOPE OF SERVICES**

- A. This Agreement between the City of Moreno Valley and Contractor is for pothole repair services throughout the City, to include labor, materials, equipment, machinery, transportation, supervision, delivery, insurance, notifications, full traffic control for completing the work, safety items, re-work of all unacceptable/rejected work as determined by the City, and all other related expenses and incidentals for performing the pothole repair services for the indicated Unit Price, and no additional compensation will be allowed.
- B. Requests for service will be conveyed from the City via telephone or email requesting an informal or formal quote or proposal. There is no minimum or maximum number of service calls.
- C. Quotes and proposals must be prepared in accordance with the request for service and be submitted to the City prior to work being performed unless otherwise directed. Jobs valued in excess of \$1,000 will be quoted at prevailing wage and jobs valued in excess of \$5,000 will be awarded via competitive quotes with other firms.
- D. Work may include, but is not limited to: all labor, materials, equipment, machinery, transportation, supervision, delivery, insurance, notifications, full traffic control for completing the work, safety items, re-work of all unacceptable/rejected work as determined by the City, and all other related expenses and incidentals for performing the pothole repair services. All work is to be performed in accordance with manufacturers' recommendations, as well as all federal, state, country, and local regulations.
- E. This scope of work excludes any work other than incidental (less than 10 square feet) of any material containing asbestos. The contractor will immediately stop work if any encountered material is suspected to be asbestos and report the finding to the Maintenance & Operations Division Manager.
- F. All materials and completed work must meet local, county, state, and federal codes and regulations.
- G. Submission of Material Safety Data Sheets (MSDS) are mandatory for any supply or material used on the job or supplied in the course of this Agreement prior to receipt of or with the first shipment of hazardous material. Also, at any time the content of an MSDS is revised, the Contractor is required to provide new information relevant to the specific material.
- H. The Contractor shall provide manufacturer's warranties and warranty workmanship, operation and performance as described within this Agreement.

**EXHIBIT B  
CITY'S RESPONSIBILITIES**

- A. The City of Moreno Valley is responsible for providing requests for service, access to sites to perform estimates and/or work, and organizing site visits.
- B. Provide escorts at sites that require the presence of a City employee during work periods.
- C. Provide purchase orders or other written authorization to confirm the approval of work.
- D. Provide materials when the scope of work so indicates.
- E. Fund all required City permits, excluding a City of Moreno Valley business license.

## EXHIBIT C

### TERMS OF PAYMENT

1. The Contractor's compensation shall not exceed \$200,000.00 over the total time period of the Agreement unless modified by an Amendment signed by all parties.
  - a. There shall be no charge for quotes or proposals.
  - b. There shall be no trip charge.
  - c. There shall be no fuel surcharge.
  - d. Parts shall be charged at no more than 15% above list price.
  - e. All labor shall be warranted for 90 days.
  - f. All parts shall be warranted per the manufacturer's implied warranty.
  - g. Repair costs for pothole repair services shall be \$1,650.00 per hour and no additional compensation will be allowed. There is no minimum number of hours required or charged.
  
2. The Contractor will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: [http://www.moval.org/do\\_biz/biz-license.shtml](http://www.moval.org/do_biz/biz-license.shtml)
  
3. The Contractor will electronically submit an invoice to the City on a monthly basis for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services since the last invoice. At no time will the City pay for more services than have been satisfactorily completed and the City's determination of the amount due for any progress payment shall be final. The Contractor will submit all original invoices to Facilities Maintenance staff at [FacilitiesAP@moval.org](mailto:FacilitiesAP@moval.org).

Accounts Payable questions can be directed to (951) 413-3740.

Copies of invoices may be submitted to the Facilities Maintenance Office at [FacilitiesMaintenanceOffice@moval.org](mailto:FacilitiesMaintenanceOffice@moval.org) or calls directed to (951) 413-3740.

4. The Contractor agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at:  
[http://www.moval.org/city\\_hall/forms.shtml#bf](http://www.moval.org/city_hall/forms.shtml#bf)
5. The minimum information required on all invoices is:
  - A. Vendor Name, Mailing Address, and Phone Number
  - B. Invoice Date
  - C. Vendor Invoice Number
  - D. City-provided Reference Number (e.g. Project, Activity)
  - E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
6. The City shall pay the Contractor for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.
7. Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.
8. Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

**EXHIBIT C-1**

CONTRACTOR'S PRICING

City of Moreno Valley  
RFP No. 2020-522

**EXHIBIT C**

**UNIT PRICE FOR POTHOLE REPAIR SERVICES**

The undersigned proposes to furnish all labor, materials, equipment, machinery, transportation, supervision, delivery, insurance, notifications, **full traffic control for completing the work**, safety items, re-work of all unacceptable/rejected work as determined by the City, and all other related expenses and incidentals for performing the pothole repair services for the Unit Price indicated below, and no additional compensation will be allowed therefor.

The following Unit Price shall be valid through **June 30, 2021**.

Description	Hourly Rate
Pothole Repair Services	\$1,650.00

Attachment: Attachment 1\_Agreement for Pothole Repair Services (3984 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO





## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Michael L. Wolfe, P.E., Public Works Director/City Engineer

**AGENDA DATE:** April 7, 2020

**TITLE:** ACCEPTANCE OF SB821 FUNDING AND FUNDING APPROPRIATION FOR THE HEACOCK STREET PEDESTRIAN AND BICYCLE ENHANCEMENTS PROJECT (AGMT. NO. 20XX-XXX)

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### **RECOMMENDED ACTION**

#### **Recommendations:**

1. Accept \$520,000 of SB821 funding for construction of sidewalk and on-street bike lane on Heacock Street at Gregory Lane.
2. Authorize the City Manager to execute Riverside County Transportation Commission (RCTC) Agreement No. 20-62-056-00, and any subsequent amendments, subject to the City Attorney review and approval.
3. Authorize a budget adjustment as set forth in the Fiscal Impact section of this report.

### **SUMMARY**

This report requests that the City Council accept \$520,000 of SB821 funding from RCTC, appropriate funds for the Heacock Street Pedestrian and Bicycle Enhancements project, and authorize the City Manager to execute the funding agreement and any subsequent amendments.

### **DISCUSSION**

SB821, the Bicycle and Pedestrian Facilities Program, is provided through the Transportation Development Act (TDA) and is funded through a ¼-cent statewide general sales tax. Approximately \$3.8 million was available for allocation to projects in

Riverside County in the most recent call for projects. Awards are made competitively, through a ranking process.

On April 2, 2019, City Council authorized staff to submit grant applications under the program, which included the following projects:

1. Cactus Avenue / Redwing Drive – Install a Pedestrian Hybrid Beacon
2. Heacock Street south of Gregory Lane - Construct sidewalk along the east side of Heacock Street south of Gregory Lane

The first project was awarded funding under the grant program last year. In early 2020, RCTC allocated an additional \$1.6 million to projects on the 2019 list, and notified Moreno Valley that the Heacock Street project would also now be funded. Staff recommends accepting the funding to construct the safety enhancement project.

Approval of the recommended action supports Momentum MoVal Strategic Plan Objective 4.6: “Advance the development of a well-connected and balanced transportation network that serves all modes.”

**ALTERNATIVES**

1. Approve and authorize the recommended actions as presented in this report. *This alternative, as recommended by staff, would fund needed sidewalk and street improvements.*
2. Do not approve and authorize the recommended actions. *This alternative, not recommended by staff, would delay implementation of this project and its resulting benefits.*

**FISCAL IMPACT**

The program will be implemented with funding from RCTC, providing reimbursement of up to \$520,000 from the SB821 funding Program. This funding can only be used for bicycle and pedestrian improvement related projects. Through past Council approvals of the City’s CIP budget, this project has \$65,000 of Development Impact Fee funding to meet the match requirement. An additional \$65,000 of matching funds, in the form of in-kind services, are required as part of the project. The in-kind services include dedication of right of way from the adjacent property which was recently acquired. **There is no impact to the General Fund.**

Proposed Appropriation for Fiscal Year 2019/2020:

Category	Fund	Project Number (PN) GL Account (GL)	Type	FY19/20 Budget	Proposed Adjustment	FY19/20 Amended Budget
CIP	SCAG Article 3 Fund	GL – 2800-99-99-92800-487100 PN – 801 0076-2800-98	Rev	\$200,000	\$520,000	\$720,000

CIP	SCAG Article 3 Fund	GL – 2800-70-77-80001-720199 PN – 801 0076-2800-99	Exp	\$0 \$0	\$520,000 \$520,000	\$520,000 \$520,000
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**PROPOSED PROJECT BUDGET:**

<i>Proposed SB821 Appropriation</i> (Account No. 2800-70-77-80001-720199) (Project No. 801 0076-2800-99)	\$520,000
<i>Existing project funding</i> (Account No. 3301-70-77-80001-720199) (Project No. 801 0076-3301-99)	\$ 64,761
<b>Total</b>	<b>\$584,761</b>

**ESTIMATED TOTAL PROJECT COSTS:**

Design	\$120,000
Construction Contract	\$404,000
Construction Engineering	<u>\$60,000</u>
Sub-Total	\$584,000
Right of Way (matching funds by in-kind donation)	\$65,000

**ANTICIPATED PROJECT SCHEDULE:**

Execute RCTC Funding Agreement	April 2020
Complete Design	December 2020
Advertise/Bid/Award	Spring 2021
Complete Construction	Late Summer 2021

**NOTIFICATION**

Publication of agenda.

**PREPARATION OF STAFF REPORT**

Prepared By:  
John Kerenyi  
Senior Engineer, P.E.

Department Head Approval:  
Michael L. Wolfe, P.E.  
Public Works Director/City Engineer

Concurred By:  
Eric Lewis, P.E., T.E.  
City Traffic Engineer

**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

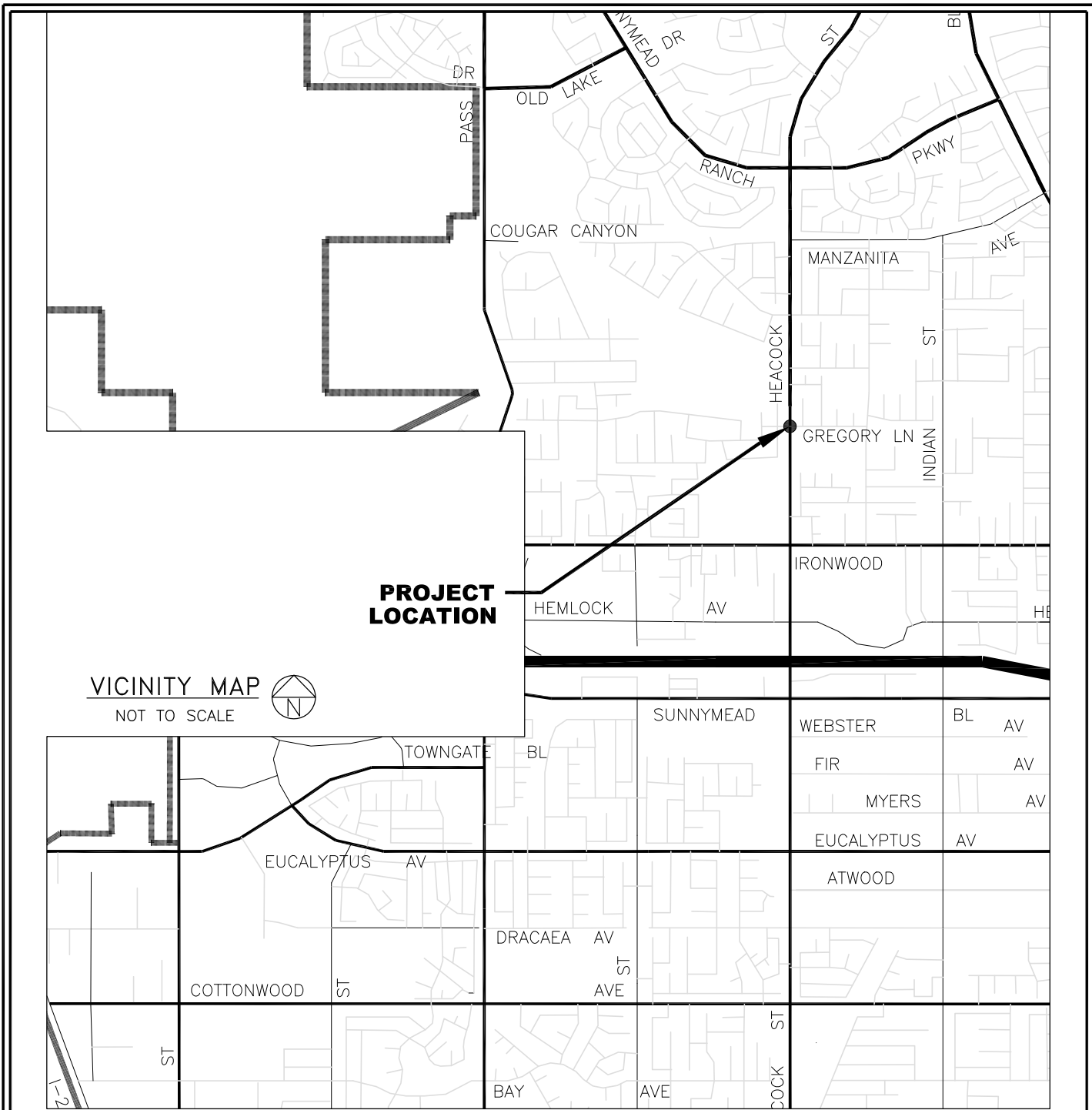
Objective 4.6: Advance the development of a well-connected and balanced citywide transportation network that serves all modes.

**ATTACHMENTS**

- 1. Vicinity Map
- 2. Memorandum of Understanding

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	3/26/20 7:22 PM
City Attorney Approval	<u>✓ Approved</u>	3/30/20 2:04 PM
City Manager Approval	<u>✓ Approved</u>	3/30/20 5:51 PM



# LOCATION MAP

Public Works Department  
Transportation Division

Scale: None  
ATTACHMENT "A"

**SB821 PROJECT**  
HEACOCK STREET AT GREGORY LANE  
PEDESTRIAN AND  
BICYCLE ENHANCEMENT PROJECT



Attachment: Vicinity Map (3971) : ACCEPTANCE OF SB821 FUNDING AND FUNDING APPROPRIATION FOR THE HEACOCK STREET

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION  
AGREEMENT FOR FUNDING UNDER SB 821 BICYCLE AND  
PEDESTRIAN FACILITIES PROGRAM**

(Transportation Development Act Article 3; Senate Bill 821)

This Funding Agreement (“AGREEMENT”) is entered into as of \_\_\_\_\_, 2020 (“Effective Date”), by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION (“RCTC”) and the City of Moreno Valley (“RECIPIENT”). RCTC and RECIPIENT may be referred to herein individually as a “Party” and collectively as the “Parties.”

**RECITALS**

- A. RCTC is a county transportation commission created and existing pursuant to California Public Utilities Code Sections 130053 and 130053.5.
- B. Under RCTC’s SB 821 Bicycle and Pedestrian Facilities Program (“PROGRAM”), cities and counties in the County of Riverside are notified of the availability of PROGRAM funding and a call for projects (“CALL FOR PROJECTS”) is anticipated to be issued biennially by RCTC.
- C. On February 4, 2019, a CALL FOR PROJECTS was published by RCTC seeking applications for FY 2020 PROGRAM funding, which applications were reviewed in accordance with the applicable evaluation criteria included in the CALL FOR PROJECTS.
- D. Based on the application attached as Attachment 1 and incorporated herein by this reference, RECIPIENT has been selected to receive PROGRAM funding for its proposed Heacock Street South of Gregory Lane Sidewalk Improvements (“PROJECT”).
- E. Funding for the PROJECT shall be provided pursuant to the terms contained in this AGREEMENT and pursuant to applicable PROGRAM policies adopted by RCTC, which are attached hereto and incorporated herein as Attachment 2.

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants and consideration contained herein, the Parties mutually agree as follows:

- 1. Incorporation of Recitals. The Parties acknowledge and agree that the above recitals are true and correct, and hereby incorporate those recitals by this reference into the AGREEMENT.
- 2. RCTC Funding Amount. RCTC hereby agrees to distribute to the RECIPIENT, on the terms and conditions set forth herein, a sum not to exceed Five Hundred and Twenty Thousand Dollars (\$520,000) to be used exclusively for reimbursing the RECIPIENT for eligible expenses as described herein (“FUNDING AMOUNT”). RECIPIENT acknowledges and

Attachment: Memorandum of Understanding (3971 : ACCEPTANCE OF SB821 FUNDING AND FUNDING APPROPRIATION FOR THE HEACOCK

agrees that the FUNDING AMOUNT may be less than the actual and final cost of the PROJECT, which final costs are the sole responsibility of RECIPIENT, and RCTC will not contribute PROGRAM funds in excess of the maximum authorized in this Section 2 unless otherwise mutually agreed to in writing by the PARTIES. In the event the FUNDING AMOUNT is not fully utilized by RECIPIENT for the PROJECT, the unused FUNDING AMOUNT must be returned to RCTC within ninety (90) ninety days of a written request by RCTC unless RECIPIENT can demonstrate in writing, subject to written approval by RCTC in its sole discretion, the following: (i) valid reason for why PROJECT costs were significantly lower than the estimate included in RECIPIENT's attached application for funding, and (ii) written proposal for how any unused FUNDING AMOUNT will be used for a proposal to support the PROJECT or other use that supports the goals and requirements of the PROGRAM.

2.1 Eligible Project Costs. Reimbursement for PROJECT costs ("REIMBURSEMENT") may only include those items expressly allowed for under Article 3 of the Transportation Development Act (California Public Utilities Code section 99200 *et seq.*), which provides that funding shall be allocated for the construction, including related engineering expenses, of facilities based on the PROGRAM policies adopted by RCTC, provided that such items are included in the scope of work attached hereto and incorporated herein as Attachment 3 ("SCOPE OF WORK"). All PROJECT costs not included in the SCOPE OF WORK and not expressly permitted under Article 3 of the Transportation Development Act and the PROGRAM policies shall be considered ineligible for REIMBURSEMENT. In the event the SCOPE OF WORK needs to be amended, RECIPIENT shall submit a letter requesting such amendment, the reasons for the requested change and confirmation that costs associated with the proposed amendment are eligible for PROGRAM reimbursement for written approval by RCTC, which approval is subject to RCTC's discretion.

In the event of any ambiguity between this AGREEMENT, PROGRAM policies, and applicable law, the following order of precedence will govern: (1) Applicable law; (2) PROGRAM policies; (3) this AGREEMENT.

2.2 Timing for Project Completion. In accordance with the PROGRAM policies attached hereto as Attachment 2, RECIPIENT has twenty-four (24) months to complete the PROJECT from the date of this AGREEMENT, unless otherwise agreed to in writing by the PARTIES. If the PROJECT is not completed within twenty (24) months, RCTC shall have the sole discretion to delete the PROJECT from the PROGRAM and reprogram the funding for future approved PROGRAM projects. RECIPIENT will not be reimbursed until the PROJECT is accepted as complete in writing by RCTC following the submission of the PROGRAM funding claim form ("CLAIM FORM") attached hereto and incorporated herein as Attachment 4. In the event additional time is needed for the completion of the PROJECT, RECIPIENT may submit a letter to RCTC requesting an extension of time to complete the PROJECT with an explanation of why the PROJECT cannot be completed under the existing schedule for completion included as Attachment 3, attached hereto and incorporated herein. Before and after PROJECT photographs must be included with the CLAIM FORM upon PROJECT completion, as well as copies of paid invoices and any other backup requested for repayment and audit purposes.

2.3 Increases in Project Funding. The FUNDING AMOUNT may, at RCTC's sole discretion, be augmented with additional PROGRAM funds and local agency match funds proportionate to the amounts included in Section 3 if there is a FUNDING AMOUNT balance and the RECIPIENT provides justification as to the reason for the funding increase. Any such increase in the FUNDING AMOUNT must be approved in writing by RCTC's Executive Director and RCTC shall be under no obligation whatsoever to approve any increase in the FUNDING AMOUNT. No such increased funding shall be expended to pay for any PROJECT work already completed.

2.4 Cost Savings. In the event that bids or proposals for the PROJECT are lower than anticipated, or there are cost savings for any other reason, the FUNDING AMOUNT shall be reduced through an amendment to the AGREEMENT mutually agreed to in writing by the Parties. RECIPIENT shall inform RCTC of any cost savings and any cost savings shall be returned to RCTC or may be reprogrammed with written approval by RCTC for other RECIPIENT projects that align with the PROGRAM. No PROGRAM funding may be used for projects not approved by RCTC. If RECIPIENT provides a local match commitment and there are cost savings on the PROJECT, RCTC will still be reimbursed at the matching ratio in effect at the time of PROJECT selection and approval despite such cost savings in accordance with PROGRAM policies.

2.5 No Funding for Temporary Improvements. Only segments or components of the PROJECT that are intended to form part of or be integrated into the PROJECT may be funded by PROGRAM funds. No improvement(s) which is/are temporary in nature, including but not limited to temporary lanes, curbs, or drainage facilities, shall be funded with PROGRAM funds except as needed for staged construction of the PROJECT.

2.6 Review and Reimbursement by RCTC. Upon receipt of the final detailed invoice from the RECIPIENT clearly documenting work completed and corresponding costs, RCTC may request additional documentation or explanation of the SCOPE OF WORK costs for which reimbursement is sought. Undisputed amounts shall be paid by RCTC to the RECIPIENT within thirty (30) days. In the event that RCTC disputes the eligibility of the RECIPIENT for reimbursement of all or a portion of an invoiced amount, the Parties shall meet and confer in an attempt to resolve the dispute. Additional details concerning the procedure for the RECIPIENT's submittal of invoices to RCTC and RCTC's consideration and payment of submitted invoices are set forth in Attachment 4.

2.7 Recipient's Funding Obligation to Complete the Work. In the event that the PROGRAM funds allocated to the SCOPE OF WORK represent less than the total cost of the PROJECT, RECIPIENT shall be solely responsible for providing such additional funds as may be required to complete the PROJECT. RCTC has no obligation with respect to the safety of any SCOPE OF WORK performed at a PROJECT site. Further, RCTC shall not be liable for any action of RECIPIENT or its contractors relating to the condemnation of property undertaken by RECIPIENT or construction related to the PROJECT.



2.8 Recipient's Obligation to Repay Program Funds to RCTC. In the event it is determined, whether through a post-completion audit or otherwise, the PROJECT was not completed in accordance with the PROGRAM requirements or this AGREEMENT, RECIPIENT agrees that any PROGRAM funds distributed to RECIPIENT for the PROJECT shall be repaid in full to RCTC. The Parties shall enter into good faith negotiations to establish a reasonable repayment schedule and repayment mechanism which may include, but is not limited to, withholding of Measure A Local Streets and Roads revenues, if applicable. RECIPIENT acknowledges and agrees that RCTC shall have the right to withhold any Measure A Local Streets and Roads revenues due to RECIPIENT, in an amount not to exceed the total of the PROGRAM funds distributed to RECIPIENT, and/or initiate legal action to compel repayment, if the RECIPIENT fails to repay RCTC within a reasonable time period not to exceed one hundred eighty (180) days, including any good faith negotiations, from receipt of written notification from RCTC that repayment is required due to failure to comply with the PROGRAM policies or this AGREEMENT.

2.9 Records Retention and Audits. RECIPIENT shall retain all PROJECT records in an organized manner for a minimum of three (3) years following completion of the PROJECT. PROJECT records shall be made available for inspection by RCTC upon request. If a post PROJECT audit or review indicates that RCTC has provided reimbursement to the RECIPIENT in an amount in excess of the maximum PROGRAM provided for in this Section 2, or has provided reimbursement of ineligible PROJECT costs, the RECIPIENT shall reimburse RCTC for the excess or ineligible payments within thirty (30) days of notification by RCTC. This Section 2.9 does not supersede any rights or remedies provided to RCTC under Section 2.8 or applicable law.

3. Recipient's Local Match Contribution. RECIPIENT shall provide at least One Hundred and Thirty Thousand Dollars (\$130,000) of funding toward the SCOPE OF WORK, as indicated in RECIPIENT'S application attached as Attachment 1 and submitted to RCTC in response to its CALL FOR PROJECTS. RECIPIENT costs related to (i) preparation and administration costs related to invoices, billings and payments; (ii) any RECIPIENT fees attributed to the processing of the SCOPE OF WORK; and (iii) expenses for items not included within the attached SCOPE OF WORK shall be borne solely by the RECIPIENT and shall not qualify towards RECIPIENT's local match requirement in this Section 3.
4. Term: The term of this AGREEMENT shall be from the date first herein above written until: (i) the date RCTC formally accepts the PROJECT as complete, pursuant to Section 2.2; (ii) termination of this AGREEMENT pursuant to Section 14; or (iii) RECIPIENT has fully satisfied its obligations under this AGREEMENT. All applicable indemnification and insurance provisions of this AGREEMENT shall remain in effect following the termination of this AGREEMENT.
5. Recipient Responsibilities. RECIPIENT shall be responsible for all aspects of the PROJECT, in compliance with all applicable state and federal laws, including: (i) development and approval of plans, specifications and engineer's estimate in accordance with all applicable laws, regulations and building codes; obtaining any necessary

environmental clearances; right of way acquisition; and, obtaining all permits required by impacted agencies prior to commencement of the PROJECT; (ii) all aspects of procurement, contracting, and administration of the contracts and claims for the PROJECT; (iii) all construction management of any construction activities undertaken in connection with the PROJECT, including surveying and materials testing; and, (iv) development of a budget for the PROJECT and SCOPE OF WORK prior to award of any contract for the PROJECT, taking into consideration available funding, including PROGRAM funds.

6. Indemnification. RECIPIENT shall defend, indemnify and hold RCTC, its officials, governing board members, officers, employees, agents, and consultants free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property, persons or government funding agency, including wrongful death, to the extent arising out of or incident to any intentional or negligent acts, errors or omissions of the RECIPIENT, its officials, officers, employees, agents, and consultants related to a breach of this AGREEMENT or any act or omission arising out of the activities governed by this AGREEMENT. RECIPIENT'S obligation to indemnify includes without limitation the payment of all consequential damages and reasonable attorneys' fees, expert witness fees and other related costs and expenses of defense. RECIPIENT shall defend, at its own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against RCTC, its officials, officers, employees, agents, and consultants in connection with this AGREEMENT. RECIPIENT shall pay and satisfy any judgment, award or decree that may be rendered against RCTC, its officials, officers, employees, agents, and consultants in any such suits, actions or other legal proceedings, including any settlement. RECIPIENT's obligation to indemnify shall not be restricted to insurance proceeds.
7. Expenditure of Funds by Recipient Prior to Execution of Agreement. Nothing in this AGREEMENT shall be construed to prevent or preclude RECIPIENT from expending funds on the PROJECT prior to the execution of this AGREEMENT, or from being reimbursed by RCTC for such expenditures. However, RECIPIENT understands and acknowledges that any expenditure of funds on the PROJECT prior to the execution of the AGREEMENT is made at RECIPIENT's sole risk and that some expenditures by RECIPIENT may not be eligible for reimbursement under this AGREEMENT.
8. Compliance with Applicable Laws and Insurance. RECIPIENT agrees to comply with all applicable laws and regulations, including public contracting laws, requirements for any local state or federal funding used, and records retention and performance reporting requirements concerning the SCOPE OF WORK and PROJECT, which applicable laws and regulations shall be passed on to contractors by RECIPIENT as applicable. RECIPIENT shall have the responsibility of making sure the appropriate amounts of insurance are included in all applicable agreements for the construction of the PROJECT and RCTC shall be named as an Additional Insured on all insurance certificates obtained for the completion of the PROJECT. PROJECT insurance funds shall be looked to first for the repayment of any claims determined to have merit.

9. Representatives of the Parties. RCTC's Executive Director, or his or her designee, shall serve as RCTC's representative and shall have the authority to act on behalf of RCTC for all purposes under this AGREEMENT. RECIPIENT hereby designates \_\_\_\_\_ [title], or his or her designee, as RECIPIENT'S representative to RCTC. RECIPIENT'S representative shall have the authority to act on behalf of RECIPIENT for all purposes under this AGREEMENT and shall coordinate all activities with RCTC concerning the SCOPE OF WORK under the RECIPIENT'S responsibility. RECIPIENT shall work closely and cooperate fully with RCTC's representative and any other agencies which may have jurisdiction over or an interest in the PROJECT.
10. Monitoring of Progress by RCTC. RECIPIENT shall allow RCTC's designated representative, or designee, to inspect or review the progress of the work at any reasonable time with prior written notice by RCTC. RCTC may request that the RECIPIENT provide RCTC with progress reports concerning the status of the SCOPE OF WORK and PROJECT completion.
11. Binding on Successors in Interest. Each and every provision of this AGREEMENT shall be binding and inure to the benefit of the successors in interest of the Parties. Due to the specific obligations contemplated herein, this AGREEMENT may not be assigned by any Party hereto except with the prior written consent of the other Party.
12. Independent Contractors. Any person or entities retained by RECIPIENT or any contractor shall be retained on an independent contractor basis and shall not be employees of RCTC. Any personnel performing services on the PROJECT shall at all times be under the exclusive direction and control of the RECIPIENT or contractor, whichever is applicable. The RECIPIENT or contractor shall pay all wages, salaries and other amounts due such personnel in connection with their performance of services on the SCOPE OF WORK and as required by law. The RECIPIENT or contractor shall be responsible for all reports and obligations concerning such personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance and workers' compensation insurance.
13. Conflicts of Interest. For the term of this AGREEMENT, no member, officer or employee of RECIPIENT or RCTC, during the term of his or her service with RECIPIENT or RCTC, as the case may be, shall have any direct interest in this AGREEMENT, or obtain any present or anticipated material benefit arising therefrom.
14. Termination. This AGREEMENT may be terminated for cause or convenience as further specified below.
- 14.1 Termination for Convenience. Either RCTC or RECIPIENT may, by written notice to the other party, terminate this AGREEMENT, in whole or in part, for convenience by giving thirty (30) days' written notice to the other party of such termination and specifying the effective date thereof.
- 14.2 Effect of Termination for Convenience. In the event that RECIPIENT terminates this AGREEMENT for convenience, RECIPIENT shall, within one hundred eighty

(180) days, repay to RCTC in full all PROGRAM funds provided to RECIPIENT under this AGREEMENT. In the event that RCTC terminates this AGREEMENT for convenience, RCTC shall, within 90 days, distribute to the RECIPIENT PROGRAM funds in an amount equal to the aggregate total of all unpaid invoices which have been received from RECIPIENT regarding the SCOPE OF WORK for the PROJECT at the time of the notice of termination; provided, however, that RCTC shall be entitled to exercise its rights under Section 2.6, including but not limited to conducting a review of the invoices and requesting additional information from RECIPIENT. This AGREEMENT shall terminate upon receipt by the non-terminating party of the amounts due it under this Section 14.

14.3 Termination for Cause. Either RCTC or RECIPIENT may, by written notice to the other party, terminate this AGREEMENT, in whole or in part, in response to a material breach hereof by the other Party, by giving written notice to the other Party of such termination and specifying the effective date thereof. The written notice shall provide a thirty (30) day period to cure any alleged breach. During the thirty (30) day cure period, the Parties shall discuss, in good faith, the manner in which the breach can be cured.

14.4 Effect of Termination for Cause. In the event that RECIPIENT terminates this AGREEMENT in response to RCTC's uncured material breach hereof, RCTC shall, within ninety (90) days, distribute to the RECIPIENT PROGRAM funds in an amount equal to the aggregate total of all unpaid invoices which have been received from RECIPIENT regarding the SCOPE OF WORK for the PROJECT at the time of the notice of termination. In the event that RCTC terminates this AGREEMENT in response to the RECIPIENT's uncured material breach hereof, the RECIPIENT shall, within one hundred eighty (180) days, repay to RCTC in full all PROGRAM funds provided to RECIPIENT under this AGREEMENT. Notwithstanding termination of this AGREEMENT by RCTC pursuant to this Section 14.4, RCTC shall be entitled to exercise its rights under Section 2.6, including but not limited to conducting a review of the invoices and requesting additional information. This AGREEMENT shall terminate upon receipt by the terminating Party of the amounts due it under this Section 14.4 .

14.5 No Program Funding. In the event that RCTC determines there are inadequate PROGRAM funds for whatever reason, RCTC shall have the ability to immediately terminate the AGREEMENT with written notice to RECIPIENT. In the event that RCTC terminates this AGREEMENT under this Section 14.5, RCTC shall, within 90 days, distribute to the RECIPIENT PROGRAM funds in an amount equal to the aggregate total of all unpaid invoices which have been received from RECIPIENT regarding the SCOPE OF WORK for the PROJECT at the time of the notice of termination; provided, however, that RCTC shall be entitled to exercise its rights under Section 2.6, including but not limited to conducting a review of the invoices and requesting additional information from RECIPIENT.

14.6 Cumulative Remedies. The rights and remedies of the Parties provided in this Section 14 are in addition to any other rights and remedies provided by law or under this AGREEMENT.

15. Notice. All notices hereunder shall be in writing and shall be effective upon receipt by the other Party. All notices and communications, including invoices, between the Parties to this

AGREEMENT shall be either personally delivered, sent by first-class mail, return receipt requested, sent by overnight express delivery service with postage or other charges fully prepaid as follows:

**TO RCTC:**

Anne Mayer  
Executive Director  
RCTC  
4080 Lemon Street, 3rd Floor  
Riverside, California 92501  
Phone: (951) 787-7141

**TO RECIPIENT:**

Michael L. Wolfe P.E.  
Public Works Director/City Engineer  
City of Moreno Valley  
14177 Frederick St.  
Moreno Valley, California  
Phone : (951) 413-3105

Any party may update its address and contact information by providing written notice of the new information to the other Parties in accordance with this Section 15.

16. Prevailing Wages. RECIPIENT and any other person or entity hired to perform services on the SCOPE OF WORK are alerted to the requirements of California Labor Code Sections 1770 *et seq.*, which require the payment of prevailing wages where the SCOPE OF WORK or any portion thereof is determined to be a “public work,” as defined therein. RECIPIENT shall ensure compliance with applicable prevailing wage requirements by any person or entity hired to perform the SCOPE OF WORK or any portion thereof falling within the definition of “public work.” RECIPIENT shall defend, indemnify, and hold harmless RCTC, its officers, employees, consultants, and agents from any claim or liability, including without limitation reasonable attorneys’ fees, arising from any failure or alleged failure to comply with California Labor Code Sections 1770 *et seq.* on the PROJECT.
17. Equal Opportunity Employment. The Parties represent that they are equal opportunity employers and they shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sexual orientation, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.
18. Entire Agreement. This AGREEMENT embodies the entire understanding and agreement between the Parties pertaining to the matters described herein and supersedes and cancels all prior oral or written agreements between the Parties with respect to these matters. Each Party acknowledges that no Party, agent or representative of the other Party has made any promise, representation or warranty, express or implied, not expressly contained in this AGREEMENT, that induced the other Party to sign this document. Modifications to this AGREEMENT shall be in the form of a written amendment executed by authorized representatives of the Parties to be bound.
19. Governing Law and Severability. This AGREEMENT shall be governed by, and be construed in accordance with, the laws of the State of California. If any portion of this

AGREEMENT is found to be unenforceable by a court of law with appropriate jurisdiction, the remainder of the AGREEMENT shall be severable and survive as binding on the Parties.

20. Attorneys' Fees. If any legal action is initiated for the enforcement/interpretation of this AGREEMENT, or because of any alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this AGREEMENT, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, witness fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled as determined by a court of law or appointed decider under alternative legal proceedings.
21. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.
22. Section Headings and Interpretation. The section headings contained herein are for convenience only and shall not affect in any way the interpretation of any of the provisions contained herein. The AGREEMENT shall not be interpreted as being drafted by any Party or its counsel.
23. No Waiver. Failure of RCTC to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions in this AGREEMENT shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power provided under applicable law.
24. Time of Essence. Time is of the essence for each and every provision of this AGREEMENT.
25. Counterparts. This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed to be an original, but all which together will constitute but one agreement. Facsimile copies of signatures shall be treated as originals.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE  
TO  
AGREEMENT NO. 20-62-056-00  
RIVERSIDE COUNTY TRANSPORTATION COMMISSION  
AGREEMENT FOR FUNDING UNDER SB 821 BICYCLE AND PEDESTRIAN  
FACILITIES PROGRAM**

IN WITNESS WHEREOF, the Parties have caused this AGREEMENT to be signed by their duly authorized representatives as of the Effective Date.

**RCTC**

**RECIPIENT**

**CITY OF MORENO VALLEY**

By: \_\_\_\_\_  
Anne Mayer, Executive Director

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED AS TO FORM**

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Best Best & Krieger LLP  
Counsel to the Riverside County  
Transportation Commission

By:  \_\_\_\_\_

Name: PAUL EARLY

Title: Asst City Attorney

**ATTACHMENT 1**  
(RECIPIENT APPLICATION FOR FUNDING)

Attachment: Memorandum of Understanding (3971 : ACCEPTANCE OF SB821 FUNDING AND FUNDING APPROPRIATION FOR THE HEACOCK



TEL: 951.413.3100  
WWW.MOVAL.ORG



14177 FREDERICK STREET  
P.O. BOX 880  
MORENO VALLEY, CA 92552-0880

April 24, 2019

Ms. Shirley Medina  
Riverside County Transportation Commission  
4080 Lemon Street, 3<sup>rd</sup> Floor  
Riverside, CA 92502

Subject: Application for FY2019/2020 SB Call for Projects  
Applicant: City of Moreno Valley  
Project: Heacock Street south of Gregory Lane Sidewalk Improvements  
Funding Request: \$520,000  
City Match: \$130,000 (\$65,000 in-kind / \$65,000 local funds)

Dear Ms. Medina:

The City of Moreno Valley is pleased to submit an application for the FY 19/20 SB 821 Bicycle and Pedestrian Facilities Program Call for Projects for the Heacock Street Sidewalk and Bicycle Lane Improvements. The City respectfully requests \$520,000 in grant funds for the installation of the sidewalk and Class II bike lanes. If the funding is approved, the project will be built within the two-year required time-frame.

The estimated total cost for the project is \$650,000, the amount requested is \$520,000, and the City match is \$130,000, or 20 percent. The City's match will be in the form of in-kind services and local funding.

The City Council committed to this project by their action on April 2, 2019 authorizing the submittal of the grant application. I am pleased to officially authorize the City's funding application for this project.

We look forward to working with your staff to construct this project. If you have any questions or comments, or need additional information, please contact Eric Lewis, City Traffic Engineer, at (951) 413-3149.

Sincerely,

Michael L. Wolfe, P.E.  
Public Works Director / City Engineer

PUBLIC WORKS DEPARTMENT

**FY19/20 SB 821 Bicycle and Pedestrian Facilities Program  
BIENNIAL CALL FOR PROJECTS APPLICATION**

**I. APPLICANT INFORMATION**

Lead Agency: City of Moreno Valley

Address: 14177 Frederick Street, Moreno Valley, CA 92552

Contact Person: Eric Lewis, PE, TE Title: City Traffic Engineer

Telephone #: (951) 413-3149 Fax #: (951) 413-3170

Email Address: ericle@moval.org

Project Name: Heacock Street South of Gregory Lane Sidewalk Improvements

**II. PROJECT DETAILS**

Project type (check all that apply):

Bicycle Project       Pedestrian Project

Project located within a disadvantaged community?

Yes       No       Partial

Project location:

Coachella Valley       Western Riverside County

Does this project proposal include any of the following? (check all that apply):

Curb       Gutter       Driveway ramps

If any of the above were checked, is the benefit provided for the exclusive use of bicyclists/pedestrians?

No       Yes

**III. PROJECT DESCRIPTION**

This project will provide missing Americans with Disabilities Act (ADA) compliant and safety enhanced walking and bicycling facilities for pedestrians and bicyclists including sidewalk, curb, gutter, access ramps, driveway approaches, pavement widening, and a striped Class II (CL II) bike lane on the east side of Heacock Street south of Gregory Lane, fronting vacant lots. Please see Exhibit A, vicinity map. The surrounding areas along Heacock Street, both north and south of the proposed project, are

## FY19/20 SB 821 Bicycle and Pedestrian Facilities Program BIENNIAL CALL FOR PROJECTS APPLICATION

generally built out with residential homes, full street improvements, curbs, gutters, sidewalks, and bike lanes. The missing facilities fronting the undeveloped/vacant lots created a discontinuous walking path for pedestrians and bicycle route for bicyclists. Pedestrians have been walking on an uneven dirt path which is subject to mudding after a rain event. The proposed facilities will construct a gap closure thereby providing a continuous pedestrian path that will encourage pedestrians to walk to businesses, public service buildings, and public transit / bus stops on Ironwood Avenue at Heacock Street. This longstanding gap in the transportation system and need for improvements is further highlighted by concerns voiced by a constituent who is in a wheelchair and having difficulty traveling through this location. Please refer to Attachment No. 1, Claim No. 2014-35.

With current conditions, the street/pavement width is narrow at the project location, and there is not enough room to stripe a master planned CL II bike lane. The project provides sufficient pavement width allowing for CL II bike lanes to be installed on Heacock Street. There are existing CL II bike lanes on Heacock Street both north and south of the project location. The project will provide the missing link to connect the existing bicycle facilities to enhance safety for cyclists and encourage ridership. Please see Attachments 4 and 5, project support letters from a local bicycle club and a local advocacy group.

### IV. DESTINATIONS SERVED

Destinations served by this proposed project include (from north to south, please refer to Exhibit B for locations of these destinations):

1. Gateway Park. Located at the northwest corner of Heacock Street and Manzanita Avenue. This public park provides bicyclists and outdoor enthusiasts with open spaces, playgrounds, and walking paths to enjoy nature.



2. Sunnymead Ranch Trail. Located just west of Gateway Park. This trail is linked with Gateway Park and provides extended walking paths and bike lanes for the communities near the project site.



**FY19/20 SB 821 Bicycle and Pedestrian Facilities Program  
BIENNIAL CALL FOR PROJECTS APPLICATION**

3. The Laguna Medical Center and Professional Plaza. Located on the west side of Heacock Street north of Gregory Lane with over 25 offices providing services to local residents.



4. Midland Elementary School. The school is northeast of Heacock Street and Gregory Lane with approximately 680 students. Please see Attachment 6, support letter from Moreno Valley Unified School District.



5. IL Sorrento Mobile Home Park and Senior Living Community. The 40-acre community is located northwest of Heacock Street and Ironwood Avenue, just south and west of the project site.



6. Ironwood Plaza Shopping Center. This shopping center is located at the northwest corner of Heacock Street and Ironwood Avenue and including high-volume customer stores such as: Bank of America, 99 Cents Only, Taqueria Mexican Grill, Panda Bowl, Nail & Spa, Metro PCS, Day Street Pharmacy, and more.



7. Public Transit/Bus Stops along Manzanita Avenue and Ironwood Avenue.



## FY19/20 SB 821 Bicycle and Pedestrian Facilities Program BIENNIAL CALL FOR PROJECTS APPLICATION

### V. SAFETY

This project demonstrates the City's strong commitment to implement the objectives of its Circulation Element, the ADA Transition Plan, and the Bicycle Master Plan. It also demonstrates that the City is committed to meeting the needs of the disabled, pedestrians, and the cycling community with emphasis on safety enhancement.

With current conditions, bicyclists riding along Heacock Street merge and share a traffic lane with vehicles when passing through the project area due to reduced roadway width. The posted speed limit for Heacock Street is 45 mph



Heacock Street, East Side, Looking South

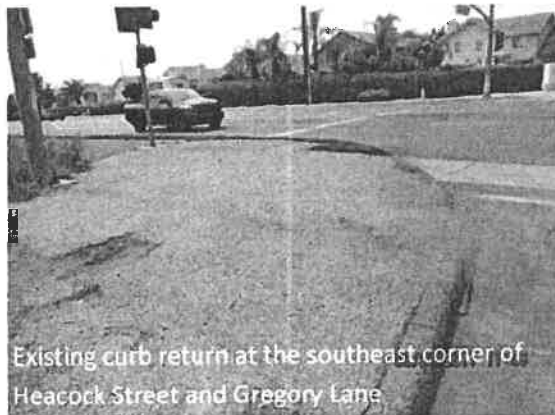
Pedestrians walk on an uneven dirt path along Heacock Street. This dirt path is subject to mudding when it rains. The existing asphalt concrete berm is damaged and weathered and does not adequately function as a separator for pedestrians and vehicles.

There are various obstructions along the dirt walking path including a power pole, mail boxes, utility pull boxes, trees, overgrown bushes, and eroded slopes that discourage pedestrians to use this path. At the southeast corner of the Heacock Street and Gregory Lane intersection, the curb return was paved with asphalt concrete and there is no ADA compliant access ramp for pedestrians to use.



Heacock Street, East Side, Looking North

This project will enhance safety for bicyclists and pedestrians by providing pavement extension to allow for standard CL II bike lanes to be installed on Heacock Street, concrete curb and gutter to replace the existing asphalt concrete berm, 6' wide concrete sidewalk with cross slope and finish surface to meet ADA standards, relocations and removals of obstructions out of the walking path, and ADA-compliant access ramps.



Existing curb return at the southeast corner of Heacock Street and Gregory Lane

Attachment: Memorandum of Understanding (3971 : ACCEPTANCE OF SB821 FUNDING AND FUNDING APPROPRIATION FOR THE HEACOCK

**FY19/20 SB 821 Bicycle and Pedestrian Facilities Program  
BIENNIAL CALL FOR PROJECTS APPLICATION**

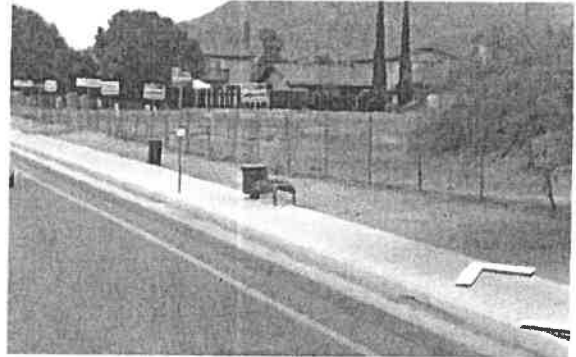
**VI. PROJECT ENHANCEMENT**

This project will enhance safety with the following elements:

1. Provides additional pavement width to allow for the installation of CL II bike lanes for a continuous bike route along Heacock Street connecting the existing bike lanes both north and south of the project site.
2. Constructs standard 8" high concrete curb to replace the existing damaged/non-standard asphalt concrete berm to enhance roadway drainage and better define the pedestrian path of travel.
3. Provides standard 6' wide concrete sidewalk with cross slope and finish surface that meet ADA requirements for a continuous walking path along the east side of Heacock Street.
4. Provides a new ADA-compliant access ramp at the southeast corner of the intersection of Heacock Street/Gregory Lane, and the addition of detectable warning surfaces to the existing ramps at the other three corners.
5. Provides ADA-compliant concrete driveway approaches for the existing properties fronting the project site.
6. Provides for the relocations of existing traffic signal poles, power pole, and other utility facilities out of the walking path.
7. Provides ADA-compliant pedestrian push buttons and high-visibility crosswalks at the intersection of Heacock Street and Gregory Lane.

**VII. MULTIMODAL ACCESS**

The Riverside Transit Agency (RTA) provides bus service for the City of Moreno Valley. Bus Route 11 runs along Ironwood Avenue, south of the project area. Route 18 runs on Manzanita Avenue north of the project area. A total of 19 bus stops have been identified within a 2-mile radius of the proposed project. Please refer to Exhibit C for locations of the bus stops.



FY19/20 SB 821 Bicycle and Pedestrian Facilities Program  
BIENNIAL CALL FOR PROJECTS APPLICATION

VIII. PROJECT BUDGET AND SCHEDULE

The project budget and local match may only encompass the pedestrian or bicycle facility project; no additional maintenance, street projects, etc. expenses should be included.

<b>Total Estimated Project Cost</b>	<b>\$ 650,000.00</b>	<b>(100 %)</b>
<b>Local Match* Committed:</b>	<b>\$ 130,000.00</b>	<b>(20.0%)</b>
<b>SB 821 Funds Requested:</b>	<b>\$ 520,000.00</b>	<b>(80.0%)</b>

\*Please see Attachment No. 2 and No. 3 for supporting documentation of proposed local match.

**Breakdown of Estimated Project Cost (must add up to "Total Estimated Project Cost" above):**

Engineering/Administration	\$ 180,000.00
Right-of-Way	\$ 65,000
Construction	\$ 405,000.00
Other (specify): _____	\$

**Estimated Construction start date (Mo/Yr):** July 2020

**Estimated Construction end date (Mo/Yr):** June 2021

Attachment: Memorandum of Understanding (3971 : ACCEPTANCE OF SB821 FUNDING AND FUNDING APPROPRIATION FOR THE HEACOCK

FY19/20 SB 821 Bicycle and Pedestrian Facilities Program  
BIENNIAL CALL FOR PROJECTS APPLICATION

IX. Summary of All Projects Submitted for SB 821 Funding Consideration

Please provide a complete list of projects your agency is submitting for this year's SB 821 Call for Projects, including this application. It is highly recommended for agencies to create one comprehensive summary table and provide the table for every application.

	Project Name	Total Estimated Project Cost \$	Local Match \$	Local Match %	SB 821 Funds Requested \$	SB 821 Funds Requested %
1.	Heacock Street South of Gregory Lane Sidewalk Improvements	650,000	130,000	20.0	520,000	80.0
2.	Cactus Avenue / Redwing Drive Pedestrian Hybrid Beacon	334,000	167,000	50.0	167,000	50.0
3.						
4.						

X. CERTIFICATION

I certify that the information presented herein is complete and accurate and, if this agency receives funding, it will be used solely for the purposes stated in this application and following the adopted policies.

Signature MM. Woff

Title Public Works Director / City Engineer

Date 4/24/19

Attachment: Memorandum of Understanding (3971 : ACCEPTANCE OF SB821 FUNDING AND FUNDING APPROPRIATION FOR THE HEACOCK

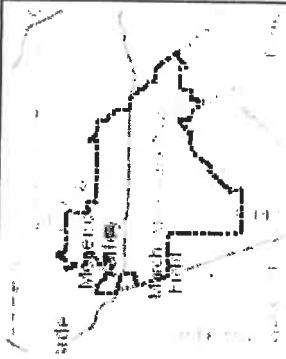


# Heacock Street / Gregory Lane Intersection and 680 feet south EXHIBIT A



**Legend**

- Road Labels
- Parcels
- City Boundary
- Sphere of Influence



Notes

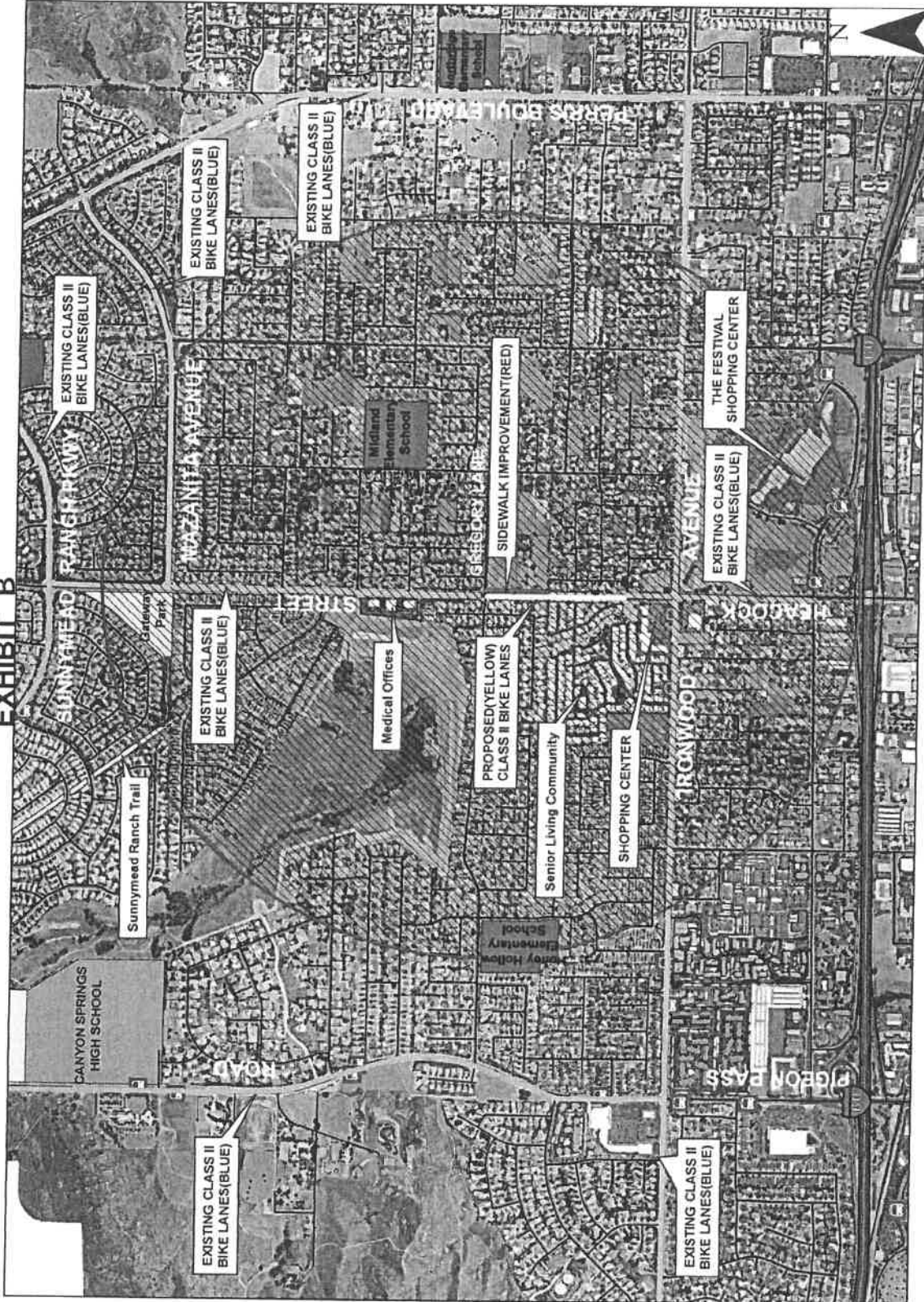
*DISCLAIMER: The information shown on this map was compiled from the City of Moreno Valley GIS and Riverside County GIS. The land base and facility information on this map is for display purposes only and should not be relied upon, without independent verification as to its accuracy. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map.*



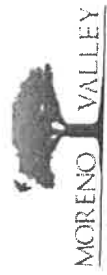
WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere Print Date: 5/20/2014

# HEACOCK STREET AT GREGORY LANE SIDEWALK IN-FILL & CLASS II BIKE LANES

## EXHIBIT B

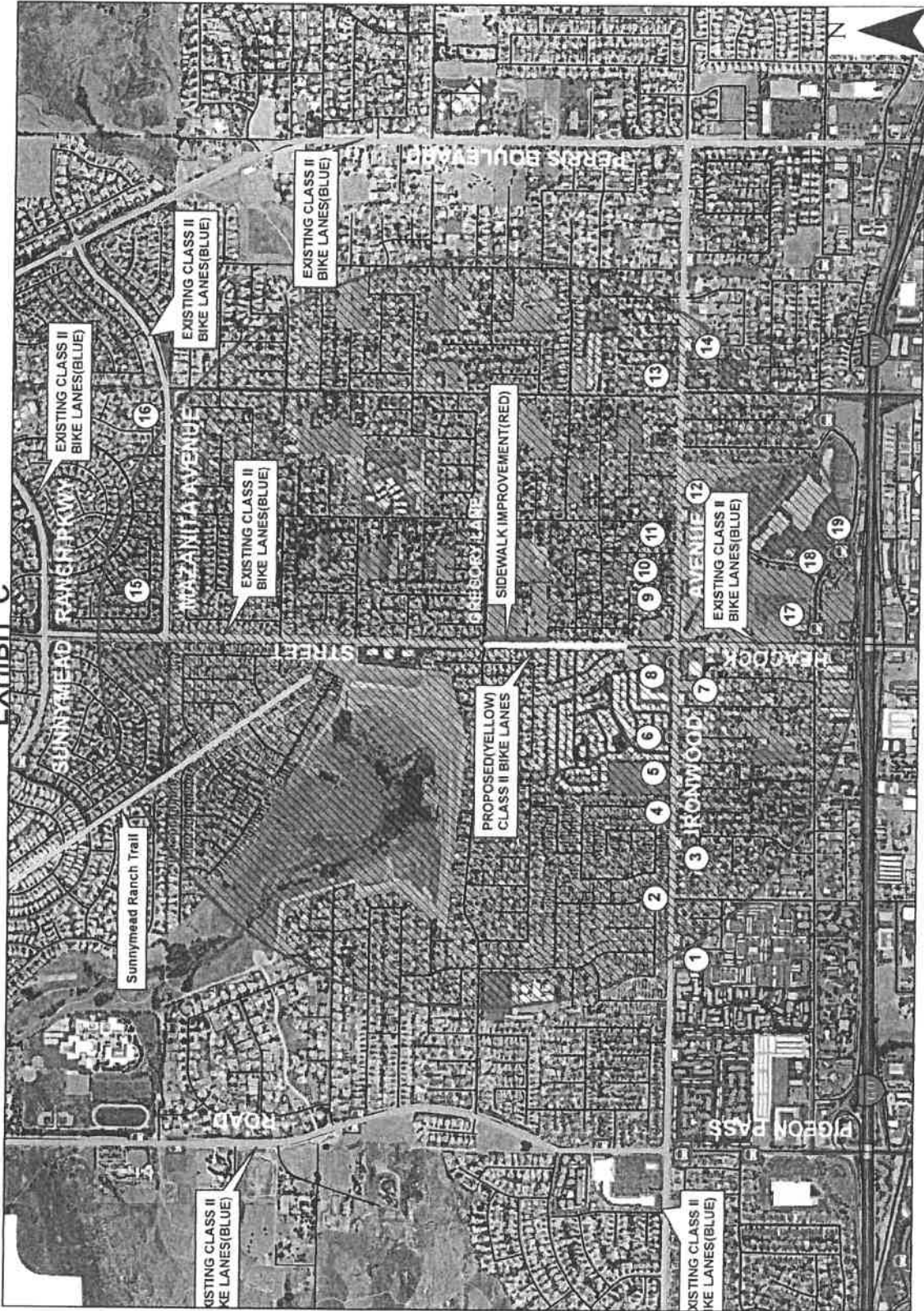


LEGENDS: ○ 3/4 MILE RADIUS □ BUS STOP LOCATIONS



# HEACOCK STREET AT GREGORY LANE TRANSIT BUS STOP MAP

## EXHIBIT C



LEGENDS: 3/4 MILE RADIUS BUS STOP LOCATIONS



Claim Against the City of Moreno Valley  
Page 1 of 3

**ATTACHMENT NO. 1**  
4 pages

RECEIVED

CITY CLERK  
MORENO VALLEY  
D

14 JUL -9 AM 11:03

For City Clerk's Use  
Stamp Time and Date Received

**CLAIM AGAINST THE CITY OF MORENO VALLEY**  
(For Damage to Persons or Personal Property)

JUL 10 2014  
CITY ATTORNEY  
CITY OF MORENO VALLEY

Received by Kathy Graft FOR OFFICE USE ONLY

CLAIM NO. 2014-35

via  U.S. Mail  
 Inter Office Memo  
 Over the Counter

A claim must be filed with the City Clerk of the City of Moreno Valley within six (6) months after occurrence of the incident or event on which the claim is based. Be sure your claim is against the City of Moreno Valley, not another public entity. Where space is insufficient, please use additional paper and identify information by paragraph number.

Completed claims must be mailed or delivered to: the City Clerk, City of Moreno Valley, 14177 Frederick St., P.O. Box 88005, Moreno Valley, California 92552-0805.

TO THE HONORABLE MAYOR AND CITY COUNCIL, The City of Moreno Valley California,

The undersigned respectfully submits the following claim and information relative to damage to persons and/or personal property:

*G*

Mrs. Ruthie Goldkorn

- 1. NAME OF CLAIMANT \_\_\_\_\_
- a. ADDRESS OF CLAIMANT \_\_\_\_\_
- b. PHONE NUMBER \_\_\_\_\_
- c. DATE OF BIRTH \_\_\_\_\_
- d. SOCIAL SECURITY NO \_\_\_\_\_
- e. DRIVER'S LICENSE NO \_\_\_\_\_

2. Name, telephone, and mailing address to which claimant desires notices to be sent, if other than above.  
\_\_\_\_\_  
\_\_\_\_\_

3. Occurrence or event from which the claim arises  
a. DATE on or about 5-27-14

b. TIME \_\_\_\_\_

c. PLACE (Exact & specific location) HEACOCK & Kenwood

1 block (W) of Ironwood, (E) side of

HEACOCK, (W) sidewalk at commercial center & mobile

Home park in excess of 290 grad slope, chunk of sidewalk missing

Attachment: Memorandum of Understanding (3971 : ACCEPTANCE OF SB821 FUNDING AND FUNDING APPROPRIATION FOR THE HEACOCK

Civil Rights & Building Code Violation  
& ADA Title II

d. How and under what circumstances did damage or injury occur? Specify the particular occurrence, event, act, or omission you claim caused the injury or damage (use additional paper if necessary).

NO curb cuts @ intersection

e. What particular action by the City, or its employees, caused the alleged damage or injury?

You refuse to put in curb cuts

4. A general description of the indebtedness, obligation, injury, damage or loss incurred so far as it may be known at the time of presentation of the claim. If there were no injuries, state "no injuries".

Unspecified damages at this time

5. Give the name(s) of the City employee(s) causing the damage or injury. If unknown, provide whatever information is available which might identify the person responsible.

Public works, City Council  
City Manager

6. Name and address of any other person(s) injured:

N/A

7. Name and address of the owner of any damaged property:

N/A

Attachment: Memorandum of Understanding (3971) : ACCEPTANCE OF SB821 FUNDING AND FUNDING APPROPRIATION FOR THE HEACOCK

8. Damages claimed:

- a. Amount claimed as of this date: \$ conservative estimate this time
- b. Estimate amount of future costs: \$ \_\_\_\_\_
- c. Total amount claimed: \$ \_\_\_\_\_
- d. Basis for computation of amounts claimed (Include copies of all bills, invoices, estimates, etc.):

CA. Civil Rights Act

9. Names and addresses of all witnesses, hospitals, doctors, etc:

- a. \_\_\_\_\_
- b. D/A
- c. \_\_\_\_\_
- d. \_\_\_\_\_

10. Any additional information that might be helpful in considering this claim:

You have 90 days to correct  
see attached

**WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM.  
(Penal Code Section 72; Insurance Code Section 558)**

I have read the matters and statement made in the above claim and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief as to such matters I believe the same to be true. I certify under penalty of perjury that the foregoing is TRUE and CORRECT.

Signed this 9th day of July, 2014, at Moreno Valley California.  
[Signature]  
Claimant's Signature

Attachment: Memorandum of Understanding (3971 : ACCEPTANCE OF SB821 FUNDING AND FUNDING APPROPRIATION FOR THE HEACOCK

CITY CLERK  
MORENO VALLEY  
RECEIVED

14 JUL -9 AM 11:03

**RUTHEE GOLDKORN**  
Ms. Wheelchair California 2001  
24750 Fair Dawn Lane  
Moreno Valley, California 92557  
Home: 951.247.8150  
Cell: 951.243.4895  
Fax: 951.485.9088  
e dress: knowbarriers@yahoo.com

To: City Clerk

Re: Complaint of 5/276/14 violations

July 9, 2014

FYI

Please be advised that a formal complaint of disAbled building standards was filed with the Public Works dept abou the issues on this complaint form.

As such, the city has 90 days from the date of the complaint being filed to correct the violations under Government Code 4450 et seq. 4452.

Respectfully,



Ruthee Goldkorn

CLAIMS/SUMMONS NO. 2014 34  
SUBPOENA  
Received by Kathy Brooks  
Via \_\_\_\_\_ U.S. Mail  
\_\_\_\_\_ Interoffice Memo  
 Over the Counter

Attachment: Memorandum of Understanding (3971 : ACCEPTANCE OF SB821 FUNDING AND FUNDING APPROPRIATION FOR THE HEACOCK

# ATTACHMENT NO 2 - Adopted CIP

CITY OF MORENO VALLEY  
Capital Improvement Plan - Project Details  
FY 2017-2022 and Beyond

<b>Project Title:</b> Heacock Street / Reche Vista Drive to Myers Avenue and Atwood Avenue to Cactus Avenue	
<b>Department / Division:</b> Public Works Department / Capital Projects Division	<b>Project Status:</b> <input checked="" type="checkbox"/> New <input type="checkbox"/> In Progress <input type="checkbox"/> Deleted <input type="checkbox"/> Completed <input type="checkbox"/> On Hold
<b>Project Description:</b> This project will provide street improvements that include sidewalk, curb, gutter, asphalt concrete pavement, and striping along Heacock Street. Due to several requests from local residents, Phase I of this project includes the east side of Heacock Street from Gregory Lane to approximately 660 ft south of Gregory Lane. Phase I right of way is being secured. The cost for Phase I is approximately \$650,000 and will take approximately nine (9) months to design and construct. The City is seeking grant funding for Phase I. The FY 17-18 request is for a potential 10% match, increasing the City's likelihood of receiving the grant. The gap section shown on the location map, between Atwood Avenue and Myers Avenue, is covered on a separate project sheet.	<b>Project Priority in CIP Category:</b> <input checked="" type="checkbox"/> Essential (Start within 1 yr) <input type="checkbox"/> Necessary (Start within 1 to 3 yrs) <input type="checkbox"/> Desirable (Start within 3 to 5 yrs) <input type="checkbox"/> Deferrable (Start within 5 to 10 yrs)
<b>Justification or Significance of Improvement:</b> The purpose of this project is to improve segments of roadway where full-width street improvements do not currently exist.	Council District(s): <input checked="" type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4
<b>Estimated Maintenance Costs:</b> Street maintenance costs over a 20 year period are estimated to average approximately \$12,000 per 13 foot wide lane mile per year. Currently no new funding source has been identified to fund these maintenance costs.	<b>Project Location Map:</b> 
<b>CIP Category:</b> <input checked="" type="checkbox"/> Streets and Highways <input type="checkbox"/> Bridges <input type="checkbox"/> Buildings <input type="checkbox"/> Drainage <input type="checkbox"/> Electric Utility <input type="checkbox"/> Parks <input type="checkbox"/> Traffic Signals <input type="checkbox"/> Underground Utilities <input type="checkbox"/> Other	

PROJECT PHASE Prelim. Eng. / Environ. Design Right of Way Construction Other	Budget FY 2016/2017	Projected Expenditure FY 2016/2017	Return to Fund Balance FY 2016/2017	Carryover to FY 2017/2018	New Request FY 2017/2018	FY 17/18 - FY 18/19 Budget			Total
						Carryover plus New Request FY 2017/2018	New Request FY 2018/2019	FY 2019/2020 and Beyond	
	0	0	0	0	65,000	65,000	0	0	100,000
					65,000	65,000	0	0	200,000
<b>PROJECT TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>65,000</b>	<b>65,000</b>	<b>0</b>	<b>0</b>	<b>1,950,000</b>
<b>FUNDING SOURCE</b>	<b>Budget</b>	<b>Projected</b>	<b>Return to</b>	<b>Carryover to</b>	<b>New Request</b>	<b>Carryover plus</b>	<b>New Request</b>	<b>FY 2019/2020</b>	<b>FY 2021/2022</b>
DIF Arterial Streets (2901)	FY 2016/2017	FY 2016/2017	FY 2016/2017	FY 2017/2018	FY 2017/2018	FY 2017/2018	FY 2018/2019	FY 2019/2020	FY 2021/2022
801 0076-3301					65,000	65,000	65,000	650,000	2,200,000
DIF Arterial Streets (2901)					65,000	65,000	65,000	650,000	2,200,000
3301.UNF									
<b>REVENUE TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>65,000</b>	<b>65,000</b>	<b>0</b>	<b>650,000</b>	<b>2,915,000</b>



## ATTACHMENT NO 3



**Public Works Department  
Capital Projects Division**

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**MEMORANDUM**


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To: File

From: Quang Nguyen, Senior Engineer, P.E.

Date: April 17, 2019

Subject: SB 821 Bicycle and Pedestrian Facilities Program  
Heacock Street South of Gregory Lane Sidewalk Improvement–  
Right of Way Dedication Value As In-Lieu Local Match

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The proposed sidewalk improvements along the east side of Heacock Street, south of Gregory Lane, required the acquisition of rights of way from three parcels as shown recorded documents, Instrument No. 2017-0189748 and Instrument No. 2017-0189749. The total area acquired is approximately 11,767 square feet.

The City has worked and partnered with the property owners of these parcels who are very interested in the Heacock Street South of Gregory Lane Sidewalk Improvements and supportive of City's opportunity to apply for SB 821 funding. The property owners were willing to dedicate a portion of their properties for the construction of this project. The value of land dedication is considered as in-lieu local match cash to the SB 821 funding. The value of the land dedication is estimated at:

11,767 square feet x \$5.75 per square feet = \$67,660

**Say \$68,000**

The unit cost of \$5.75 per square feet of land is an average cost obtained from similar projects' land acquisition within the City. This unit cost includes the land cost and all associate right of way engineering costs as required to complete the acquisition.

## ATTACHMENT NO 4



April 24, 2019

Subject: Letter of Support – RCTC SB821 Bicycle and Pedestrian Facilities Program

To whom it may concern -

The Inland Empire Biking Alliance (IEBA) is pleased to support the City of Moreno Valley in their submittal of a grant application under the RCTC SB821 Bicycle and Pedestrian Facilities Program for the following project:

1. **Heacock Street south of Gregory Lane** - proposes the construction of concrete sidewalk along the east side of Heacock Street and class II bike lanes from Kernwood Drive to Gregory Lane.

The proposed project will provide options for pedestrians and bicyclists, as well as other non-motorized roadway users, to travel to and from several commercial shopping centers, transit stops, a nearby school, and other amenities in the surrounding community. Additionally, the project will enhance safety for all roadway users and will help advance the goal of reducing single-occupant vehicle trips in the region.

We look forward to providing input and collaborating to make the project a success.

Sincerely,

Marven Norman  
Executive Director

## ATTACHMENT NO 5



April 24, 2019

RCTC SB821 Bicycle and Pedestrian Facilities Program

To whom it may concern,

The Riverside Bicycle Club is pleased to offer its support on behalf of the City of Moreno Valley's grant application under the RCTC SB821 Bicycle and Pedestrian Facilities Program. It is our understanding that the City intends to expand its Class II bicycle infrastructure along a portion of Heacock Street, south of Gregory Lane, closing a gap in the overall network.

The Riverside Bicycle Club recognizes the immense importance of daily exercise and physical activity in the region and constructing quality bicycle infrastructure serves to encourage the use of bicycles as a means of recreation and transportation. We strongly encourage the funding of the proposed project.

Sincerely,

A handwritten signature in black ink, appearing to read "John Hawksley".

John Hawksley  
President

## ATTACHMENT NO 6



**Board of Education**  
*Jessie M. Holquist, President*  
*Cleveland Johnson, Vice President*  
*Marsha Locke, Ed.D., Clerk*  
*Susan Smith*

**Superintendent of Schools**  
*Martinez Kedzura, Ed.D.*

## **Moreno Valley Unified School District**

25634 Alessandro Boulevard  
 Moreno Valley, California 92553  
 951-571-7500  
 www.mvusd.net

---

*The mission of Moreno Valley Unified School District is to ensure all students graduate high school prepared to successfully enter into higher education and/or pursue a viable career path.*

---

April 24, 2019  
 Eric Lewis, P.E., T.E.  
 City Traffic Engineer  
 City of Moreno Valley  
 14177 Frederick Street  
 Moreno Valley, CA 92552-0805

**Subject:** Letter of Support – RCTC SB821 Bicycle and Pedestrian Facilities Program

Dear Mr. Lewis:

I am writing to express the Moreno Valley Unified School District's support for your grant applications under the RCTC SB821 Bicycle and Pedestrian Facilities Program for the following projects:

1. **Heacock Street south of Gregory Lane Sidewalk Improvements** - construction of concrete sidewalk along the east side of Heacock Street and class II bike lanes from Kernwood Drive to Gregory Lane.
2. **Cactus Avenue and Redwing Drive** – installation of a Pedestrian Hybrid Beacon.

Both projects will enhance the safety and mobility of school-age pedestrians and bicyclists and will further Safe Routes to School strategies to encourage walking to the schools in the surrounding communities.

We look forward to successful grant applications and construction of the projects.

Should you have any questions or need additional information, please contact me at (951) 571-7690.

Sincerely,

A handwritten signature in black ink, appearing to read 'Samer Alzubaidi'.

Samer Alzubaidi, P.E.  
 Director, Facilities Planning and Development

**ATTACHMENT 2****(PROGRAM POLICIES)****RIVERSIDE COUNTY TRANSPORTATION COMMISSION  
TRANSPORTATION DEVELOPMENT ACT ARTICLE 3 BICYCLE  
AND PEDESTRIAN FACILITIES PROGRAM ADOPTED POLICIES****Transportation Development Act Policies**

1. Up to 5% of Article 3 apportionment can be used to supplement other funding sources used for bicycle and safety education programs; the allocation cannot be used to fully fund the salary of a person working on these programs.
2. Article 3 money shall be allocated for the construction, including related engineering expenses, of the facilities, or for bicycle safety education programs.
3. Money may be allocated for the maintenance of bicycling trails, which are closed to motorized traffic.
4. Facilities provided for the use of bicycles may include projects that serve the needs of commuting bicyclists, including, but not limited to, new trails serving major transportation corridors, secure bicycle parking at employment centers, park and ride lots, and transit terminals where other funds are available.
5. Within 30 days after receiving a request for a review from any city or county, the transportation-planning agency shall review its allocations.
6. Up to 20 percent of the amount available each year to a city or county may be allocated to restripe Class II bicycle lanes.
7. A portion of each city's allocation may also be used to develop comprehensive bicycle and pedestrian plans. Plans must emphasize bike/pedestrian facilities that support utilitarian bike/pedestrian travel rather than solely recreational activities; a maximum of one entire allocation per five years may be used for plan development.
8. Allowable maintenance activities for the local funds are limited to maintenance and repairs of Class I off-street bicycle facilities only.

**RCTC Policies**

1. The SB 821 Call for Projects will occur on a biennial basis, with a release date of the first Monday of every other February and a close date of the last Thursday of every other April, beginning in 2015.
2. If a project cannot be fully funded, RCTC may recommend partial funding for award.
3. Agencies awarded funds will not be reimbursed for any project cost overruns.
4. Agencies being awarded an allocation will be reimbursed in arrears only upon submitting adequate proof of satisfactory project completion, including but not limited to the claim form for the fiscal year in which the project was awarded, copies of paid invoices, and photographs of the completed project.

5. The allocated amount represents the maximum amount eligible for reimbursement. For projects completed under the allocated amount, the agency will be reimbursed at the matching ratio in effect at the time of project selection and approval.
6. The Commission expects all projects to be ready for construction; therefore, an agency will have twenty-four (24) months from the time of the allocation to complete the project. There will be no time extensions granted unless the reason for the delay is due to unforeseen circumstances. Where substantial progress or a compelling reason for delay can be shown, the agency may be granted administrative extensions in twelve-month increments at the discretion of the Executive Director.
7. Any programmed and unused Article 3 Program funds will be forfeited unless that agency can a) utilize the unused funds to complete projects that are the same or similar in scope and/or are contiguous to the approved project or b) apply the funds to a project previously submitted under an Article 3 call for projects and approved by the Commission, subject to Executive Director approval.
8. Design and construction of facilities must conform to the general design criteria for non-motorized facilities as outlined in the Caltrans Highway Design Manual.
9. Temporary facilities, projects in the bid process, or projects that are under construction will not be funded.
10. The SB 821 evaluation committee will be comprised of a minimum of five evaluators representing a wide range of interests; such as: accessibility, bicycling, Coachella Valley, public transit, and the region. Staff, consultants, and other representatives from agencies submitting project proposals will not be eligible to participate on the evaluation committee that year.
11. Following each call, staff will monitor the equity of allocations to Coachella Valley versus Western Riverside County; the allocation should be relative to what the Coachella Valley's share would have been if distributed on a per capita basis (the percentage of funds applied for should also be taken into consideration). If the allocation is often found to be inequitable to the Coachella Valley, staff will recommend adoption of a new policy to correct the imbalance.
12. Certain costs at times associated with bicycle/pedestrian projects are not eligible when the benefit provided is not the exclusive use of bicyclists/pedestrians, such as: curb and gutter as part of roadway drainage system, driveway ramps installed across sidewalks, and where roadway design standards require a roadway shoulder width that is at least as wide as a standard bike lane.

**ATTACHMENT 3**

(SCOPE OF WORK)

**SCOPE OF WORK:**

The City of Moreno Valley proposes this project to provide missing American with Disabilities Act (ADA) compliant and safety enhanced walking and bicycling facilities for pedestrians and bicyclists including sidewalk, curb, gutter, access, ramps, driveway approaches, pavement widening and a striped Class II (CL II) bike lane on the east side of Heacock Street south of Gregory lane, fronting vacant lots.

**FUNDING:**

	ARTICLE 3 AWARD	LOCAL MATCH	%*	TOTAL PROJECT COST
PROJECT TITLE: Heacock Street South of Gregory Lane Sidewalk Improvement	\$520,000	\$130,000	20%	\$650,000

\*Local Match Source: Local Funds (development impact fees)  
If Total Project Cost is lower than anticipated, Article 3 will be reimbursed at 80% of Total Project Cost.

BREAKDOWN OF TOTAL PROJECT COST	
Engineering/Administration	\$180,000
Right of Way	\$65,000
Construction	\$405,000
Other: Roadway Widening Improvements	
Total Project Cost	\$650,000

**TIMETABLE:** Provide at a minimum the beginning and ending dates for each phase of work including major milestones within a phase.

<u>Phase</u>	<u>Start</u>	<u>End</u>
Engineering	4/1/2020	12/31/2020
Right of Way		
Construction	3/1/2021	12/31/2021

**ATTACHMENT 4**

**(PAYMENT CLAIM FORM)**

**TDA ARTICLE 3 BICYCLE AND PEDESTRIAN FACILITIES  
NON-TRANSIT CLAIM FORM  
FY 2019/20**

CLAIMANT: \_\_\_\_\_ COUNTY: RIVERSIDE

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_

I verify that the information on this Claim Form is true and accurate to the best of my knowledge.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

START DATE (Mo/Yr): \_\_\_\_\_

COMPLETED DATE (Mo/Yr): \_\_\_\_\_

**TDA ARTICLE 3 REVENUES AND EXPENSES OF CLAIMANT:**

Total Project Cost:	\$ _____	(100%)
Local Match Spent:	\$ _____	(Enter %)
SB 821 Funds Spent:	\$ _____	(Enter %)

**Breakdown of Total Project Cost:**

Administration (for local match only):	\$ _____
Engineering:	\$ _____
Right-of-Way (for local match only):	\$ _____
Construction: (Include final billing and back up for Construction Contract documentation)	\$ _____
Other: (Specify) (for local match only)	\$ _____

Total Claim (must add up to "Total Project Cost" above) : \$ \_\_\_\_\_



**ASSURANCE OF MAINTENANCE**

**TDA ARTICLE 3 SB 821 BICYCLE AND PEDESTRIAN FACILITIES**

WHEREAS, THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION HAS ALLOCATED \$ \_\_\_\_\_ TO THE CITY/COUNTY OF \_\_\_\_\_ SIDEWALK/BIKEWAY PROJECT PURSUANT TO AGREEMENT DATED \_\_\_\_\_, 2020; AND,

WHEREAS, THIS INVESTMENT OF PUBLIC FUNDS CAN BE FULLY REALIZED IF THIS FACILITY IS MAINTAINED TO ADEQUATE OPERATING STANDARDS FOR USE BY COMMUTER AND RECREATIONAL PEDESTRIAN/BICYCLISTS:

THEREFORE, THE CITY/COUNTY OF \_\_\_\_\_ ASSURES THAT THIS FACILITY WILL BE MAINTAINED AT ADEQUATE OPERATING STANDARDS AND RCTC SHALL HAVE THE RIGHT TO ENFORCE COMPLIANCE WITH THIS MAINTENANCE ASSURANCE THROUGH APPROPRIATE AND LAWFUL MEANS.

SIGNED: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Michael L. Wolfe, P.E., Public Works Director/City Engineer

**AGENDA DATE:** April 7, 2020

**TITLE:** SECOND AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES AGREEMENT WITH PARSONS TRANSPORTATION GROUP FOR THE STATE ROUTE 60/MORENO BEACH DRIVE PHASE 2 INTERCHANGE IMPROVEMENT PROJECT 801 0021

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### **RECOMMENDED ACTION**

#### **Recommendations:**

1. Approve the Second Amendment to Agreement for Professional Consultant Services with Parsons Transportation Group, Inc. (Parsons) to provide supplemental engineering services in the amount of \$417,947 for the SR-60/Moreno Beach Drive Phase 2 Interchange project (Project), for a total contract amount of \$1,833,606;
2. Authorize the City Manager or his/her designee to execute the Second Amendment to Agreement for Professional Consultant Services with Parsons, subject to the approval of the City Attorney;
3. Authorize an increase to the Purchase Order with Parsons in the amount of \$417,947, when the Second Amendment has been signed by all parties;
4. Authorize a budget adjustment as set forth in the Fiscal Impact section of this report.

### **SUMMARY**

This report recommends approval of a Second Amendment for supplemental work by Parsons to obtain authorizations from various external agencies and Caltrans in order to be ready to advertise the project for construction (Ready To List or RTL) to ensure the Project meets funding deadlines. The Project design is near completion, however there

are several recent requirements from Caltrans as well as external permitting agencies that require additional analyses, submittals, and changes to the plans and reports.

## **DISCUSSION**

In August 2018, the California Transportation Commission (CTC) approved an award of \$16.8 million for construction of Phase 2 of the Project through the Trade Corridor Enhancement Program (TCEP). On October 2, 2018, City Council approved an agreement for Parsons for an initial portion of the design scope. Because the project design had been inactive for approximately 10 years, the agreement initiated the environmental clearance, started new traffic studies, started updates to the design, and began coordination with Caltrans in order to get underway on the project.

Staff purposely continued to phase the Project's final design because of the uncertainty of the TCEP funding. Once the SB1 funding was made more certain by statewide voting on Gas Tax, additional design work was authorized. As such, the City Council approved the First Amendment to Agreement for completion of the design and bid documents consisting of roadway and structure plans, utility relocation plans, highway planting plans, specifications, updating the cost estimate, amending existing utility agreements, permit applications, and conformance to the most recent standards, codes, and Caltrans requirements.

Parsons has completed and submitted the 100% plans, specifications, and estimate (PS&E) to the City and Caltrans. However, Caltrans has now requested additional and/or modified engineering analyses and reports and has added requirements and field work that need to be addressed before accepting the Project documents as final and ready for construction. Modified and new requirements from Caltrans are summarized in the attached table. Each of these documents or tasks requires alternative analyses, updated structural calculations, utility coordination, mapping, multiple focused meetings, and field investigations.

Furthermore, Caltrans has requested a Multiple Species Habitat Conservation Plan Consistency Analysis Report for permitting agencies and a revised Environmental Commitment Record. Subsequently, the environmental permitting agencies have now requested supplemental reports and jurisdictional delineation requiring additional field review. They have also requested research of proposed mitigation sites. These new tasks and requirements are also summarized in the attached table.

The benefits of performing this work covered by the second amendment are to improve accuracy where data is limited or outdated, respond to agencies who review and permit the project, and provide Caltrans with materials needed to certify the PS&E. The Project's \$16.8 million of funding has several deadlines that are critical to meet in order to ensure funding remains in place. As such, staff recommends approving the amendment in order to advertise the project for construction within the funding timelines.

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 the City to obtain the necessary authorization to proceed with the advertisement for construction (RTL) for the Project.*
  
2. Do not approve and authorize the recommended actions as presented in this staff report. *Staff does not recommend this alternative as it will prevent the City from meeting various agencies’ requirements and jeopardize project funding (TCEP grant).*

**FISCAL IMPACT**

The current scope of work is funded by the Transportation Uniform Mitigation Fee (TUMF) Funds (Fund 3003) and Development Impact Fee (DIF) Interchange Improvements Capital Projects Funds (Fund 3311). The additional DIF funds being requested in this staff report are needed for the design phase. The new cumulative agreement total will be \$1,833,606 (\$600,000 for the original Agreement, \$815,659 for the First Amendment, plus \$417,947 for the Second Amendment).

Staff recommends two budget adjustments at this time. First, appropriate an additional \$282,000 of DIF Interchange funds to FY19/20. Second, transfer the \$200,000 of DIF Interchange funds that was approved by Council for FY20/21 to FY19/20.

Category	Fund	GL Account Project Number	Type	FY 19/20 Budget	Proposed Adjustment	FY 19/20 Amended Budget
CIP	DIF Interchange Improvement	2911-99-95-92911-903311	EXP	\$175,000	\$282,000	\$457,000
CIP	DIF Interchange Improvement Capital Projects	3311-99-99-93311-802911	REV	\$175,000	\$282,000	\$457,000
CIP	DIF Interchange Improvement Capital Projects	3311-70-77-80001-720199 801 0021 70 77-3311-99	EXP	\$1,901,665 \$612,454	\$282,000 \$282,000	\$2,183,665 \$894,454
CIP	DIF Interchange Improvement Capital Projects	3311-70-77-80001-720199 801 0021 70 77-3311-99	EXP	\$1,901,665 \$612,454	\$200,000 \$200,000	\$2,101,665 \$812,454

Category	Fund	GL Account Project Number	Type	FY 20/21 Budget	Proposed Adjustment	FY 20/21 Amended Budget
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CIP	DIF Interchange Improvement Capital Projects	3311-70-77-80001-720199 801 0021 70 77-3311-99	EXP	\$200,000 \$200,000	(\$200,000) (\$200,000)	\$0 \$0
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**BUDGET FOR SR-60/MORENO BEACH PHASE 2 INTERCHANGE IMPROVEMENTS – DESIGN PHASE**

TUMF  
(3003-70-77-80001-720199) (801 0021 70 77-3003-99).....\$1,172,978  
DIF Interchange Improvements  
(3311-70-77-80001-720199) (801 0021 70 77-3311-99).....\$618,872  
Proposed DIF Interchange Improvement Adjustments  
(3311-70-77-80001-720199) (801 0021 70 77-3311-99).....\$482,000  
Total Design Budget.....\$2,273,850

**ESTIMATED COSTS FOR DESIGN PHASE:**

Consultant Costs (Parsons current authorization)..... \$1,415,659  
Consultant Costs (Parsons 2<sup>nd</sup> Amendment) ..... \$417,947  
Environmental Application Fees/Mitigation..... \$150,000  
Utility Agreements/Deposits/Service Connections..... \$100,000  
Staff Salaries/Administration\* ..... \$190,000  
Total Estimated Cost..... \$2,273,606

*\*Includes City project administration, plan review fees, and other related miscellaneous costs.*

**ANTICIPATED PROJECT SCHEDULE:**

Complete Design.....May 2020  
Start Construction..... Fall/Winter2020  
Complete Construction.....Summer 2022

**NOTIFICATION**

Public notification and community outreach will take place throughout the construction of the SR60/MB Project as needed.

**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.

**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

**ATTACHMENTS**

- 1. Scope Summary Table
- 2. Second Amendment to Agreement with Parsons Transportation Group, Inc.

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	3/30/20 5:39 PM
City Attorney Approval	<u>✓ Approved</u>	3/30/20 2:04 PM
City Manager Approval	<u>✓ Approved</u>	3/30/20 5:48 PM

### SCOPE SUMMARY TABLE

Agency	Document / Task	Scope
Caltrans	Aerial Topographic Mapping	New Phase 2 and Ironwood Ave. mapping to capture inconsistencies due to using old mapping (10+ years old, Caltrans had improved WB ramps, City revised Ironwood/Moreno Beach, Eucalyptus, Moreno Beach south of Eucalyptus). Only Phase 1 mapping was in original proposal.
Caltrans	Utility coordination	New requirements from Caltrans, new process to coordinate electrical service, new inclusion of utility plans (MVU, EMWD) within Caltrans plan set. This will expedite construction.
Southern California Gas Co.	Pothole gas line on Ironwood	Gas company does not have reliable as-builts and the project has large box culvert at the location, need to mitigate risk.
Caltrans	Multiple Species Habitat Conservation Plan (MSHCP) Consistency Analysis	New Caltrans report identified during course of project.
Caltrans	Environmental Commitment Record (ECR)	Reformat of previous ECR – New Caltrans requirement.
US Fish and Wildlife Service/CA Department of Fish and Wildlife	Supplemental Determination of Biologically Equivalent or Superior Preservation (DBESP) Report	More extensive than an update memo; includes detailed mitigation negotiations with state and federal wildlife agencies as well as Regional Water Quality Control Board.
Caltrans	Landscape Fact Sheet Exception	New Caltrans requirement that covers costs per acre and maintenance responsibilities.
Caltrans	Landscape Design Services	Update plans to address comments between 100% and RTL.
Caltrans	Revised roadway/traffic features and analysis: DSDD (Standards Document); Truck Turning, Maintenance Access Pullouts; Life Cycle Pavement Cost Analysis & Coordination; Guardrail Length Forms; PS&E	The level and timing of Caltrans functional unit reviews is ongoing and continuing, even up to and past the 100% plans. Alternatives analysis for WB aux lane; New Caltrans standards; New Caltrans standards; New Caltrans standards; New Caltrans requirement; Update plans to address comments between 100% and RTL.
Caltrans	Structural calculations for bridge mounted signs, pilasters, and picket railing	Caltrans is now requiring design calculations and independent check calculations. New requirement.
RCFC&WCD	Line K-1 PS&E Updates and coordination with Riverside County Flood Control and Water Conservation District (RCFC&WCD).	Updating the Line K-1 PS&E package to meet current standards, to reduce potential discrepancies in bid documents.

**SECOND AMENDMENT TO AGREEMENT  
FOR PROFESSIONAL CONSULTANT SERVICES  
STATE ROUTE 60/MORENO BEACH DRIVE PHASE 2 INTERCHANGE  
IMPROVEMENTS  
PROJECT NO. 801 0021**

This Second Amendment to Agreement is by and between the CITY of MORENO VALLEY, a municipal corporation, hereinafter referred to as "City," and Parsons Transportation Group, Inc., a California corporation, hereinafter referred to as "Consultant." This Second 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 December 13, 2018.

Whereas, the Consultant is providing consultant design services for State Route 60/Moreno Beach Drive Phase 2 Interchange Improvements.

Whereas, the Agreement was amended by the "First Amendment to Agreement for Professional Consultant Services" dated August 6, 2019.

Whereas, it is desirable to amend the Agreement to expand the scope of the work to be performed by the Consultant as is more particularly described in Section 1 of this Second Amendment.

Whereas, the Consultant has submitted a Proposal dated March 20, 2020, for expansion of the scope of work to be performed. A copy of said Proposal is attached as "Exhibit A" and is incorporated herein by this reference.

Attachment: Second Amendment to Agreement with Parsons Transportation Group, Inc. (3964 : SECOND AMENDMENT TO THE AGREEMENT



**SECOND AMENDMENT TO AGREEMENT FOR  
PROFESSIONAL CONSULTANT SERVICES  
SR60/MORENO BEACH DRIVE PHASE 2 INTERCHANGE IMPROVEMENTS  
PROJECT NO. 801 0021**

**SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:**

1.1 The Agreement termination date of December 31, 2021 is not extended by this Amendment, unless the termination date is further extended by an Amendment to the Agreement.

1.2 Exhibit "A - Attachment 1" to the Agreement is hereby amended by adding to the scope of work section described in "Exhibit A."

1.3 Exhibit "A – Attachment 2" to the Agreement is hereby further amended by adding the amount of **\$417,947.00** as set forth in the fee proposal as included in the above referenced "Exhibit B."

1.4 The total "Not to Exceed" fee for this contract is \$1,833,606.00 (\$600,000.00 for the original Agreement, \$815,659.00 for the First Amendment to Agreement, plus \$417,947.00 for the Second Amendment).

**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  
PROFESSIONAL CONSULTANT SERVICES  
SR60/MORENO BEACH DRIVE PHASE 2 INTERCHANGE IMPROVEMENTS  
PROJECT NO. 801 0021**

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

City of Moreno Valley

**Parsons Transportation Group, Inc.**

BY: \_\_\_\_\_  
Mike Lee, Interim 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

Attachments: Exhibit A – Scope of Services  
Exhibit B – Terms of Payment

# EXHIBIT “A”

**March 20, 2020**

Margery Lazarus, P.E  
Senior Engineer  
City of Moreno Valley  
Public Work Department  
14177 Frederick Street  
Moreno Valley, CA 92553

Subject: AMENDMENT #2 – Additional Professional Engineering Services  
State Route 60 / Moreno Beach Drive Interchange Project (Phase 2) – EA 32303

Dear Marge,

Pursuant to your request, Parsons Transportation Group Inc. (Parsons) is pleased to provide our cost proposal and supplemental scope of work to provide engineering services to progress the State Route 60 / Moreno Beach Drive Interchange Project (Phase 2) from the 100% PS&E Phase to the Ready to List (RTL) milestone.

Parsons is pleased to report that our team has successfully prepared and submitted the 100% Roadway and Structures PS&E submittals according to the project schedule and in accordance with City Agreement 2018-402. To obtain final PS&E approvals needed from approving agencies for the City to advertise the project for construction, additional work will be required. This additional work was unanticipated at the onset of the project and is the subject of this Amendment #2 request.

**Item #1 – Additional Services (PRELIMINARY DESIGN AND ENGINEERING REPORTS)**

**Aerial Topographic Mapping**

The scope of work for this task was to update the project mapping to reflect the recently completed Phase 1 improvements. To update the mapping, the final CADD files for the Phase 1 improvements were merged with the previous topo file. Field survey was also conducted, and cross sections were developed at 50’ intervals to confirm the accuracy of the Phase 1 improvement plans.

Based on the comparison of the field survey data to the Phase 1 improvements, several unforeseen inconsistencies were noted, specifically related to the final grading conditions. Additionally, Caltrans recently constructed a safety improvement project along the WB on-ramp and the City has restriped the Moreno Beach Drive/Eucalyptus Avenue intersection, which were not reflected on the project topo. To reduce the risk of further differing site conditions, an updated aerial topo file is recommended. The updated aerial topo will increase the accuracy of the bid quantities and result in a reduction in CCO’s during construction. The limits of the topo will include the entire Phase 2 project limits including a portion along Ironwood Avenue related to the Line K-1 improvements.

- Task 2.1.2 – Aerial Topographic Mapping
  - Updated Aerial Topo (90 hours and Subconsultant cost = \$32,350)

Attachment: Second Amendment to Agreement with Parsons Transportation Group, Inc. (3964 : SECOND AMENDMENT TO THE AGREEMENT



State Route 60 / Moreno Beach Drive Interchange Project (Phase 2)  
Amendment #2

Utility Coordination

The original scope of work for the project was based on scoping discussions with Caltrans where minor utility coordination was required for updated utility mapping and notification letters. Based on discussions with the Project Development Team (PDT), it has been noted that additional services are required to complete the utility certification for the project, including:

- New utility agreements (EMWD, Frontier) – Will reduce cost/schedule as agreements will not require City Council approval
  - Utility Encroachment Exception (EMWD) – New Caltrans requirement
  - Coordination for the electrical service transfer from SCE to MVU – New project feature
  - Coordination for inclusion of agency plans and specifications (MVU, EMWD, SCE, Line K-1) – Will reduce bid costs and provide construction schedule efficiency
- Task 2.5 – Utility Coordination
    - Preparation of Utility Agreements for EMWD and Frontier (225 hours)
    - Preparation of Utility Encroachment Exception for EMWD (125 hours)
    - Coordination with SCE and MVU for electrical service change (SCE to MVU) (75 hours)
    - Coordination with agencies to develop and prepare final plans and specifications (75 hours)

Utility Potholing

Based on utility coordination with SCG, it was discovered that SCG did not have adequate as-built information to positively identify the location of the existing 4" gas line along Ironwood Avenue in the vicinity of the Line K-1 improvements. Parsons recommends potholing the existing 4" gas line to mitigate risk during construction.

- Task 2.5 – Utility Coordination
  - Supplemental Utility Potholing (Subconsultant cost ~ \$5,000)  
*Note: Subconsultant quote based on minimum hourly estimate. Additional cost included for unforeseen efforts.*

**Item #2 – Additional Services (ENVIRONMENTAL SUPPORT)**

MSHCP Consistency Analysis Report

The original contract scope of work included updating previously approved environmental technical studies. With respect to biological studies, the scope of work included (1) NES Update Memo (2) DBESP Report. Upon review of these documents, Caltrans informed the PDT that an MSHCP Consistency Analysis Report would be required for the project. This additional report was not discussed or identified by Caltrans as a project requirement during scoping discussions prior to the project kickoff.

- Task 3.2 – Environmental Studies
  - MSHCP Consistency Analysis Report (60 hours)

Environmental Commitment Record (ECR) update

As part of the environmental revalidation, an environmental commitment record (ECR) must be prepared. Upon review of the project environmental revalidation, Caltrans informed the PDT that a new format for the ECR must be implemented on the project. The new ECR format was developed after the project kickoff and was an unforeseen project requirement.

- Task 3.2 – Environmental Studies
  - Environmental Commitment Record (20 hours)

State Route 60 / Moreno Beach Drive Interchange Project (Phase 2)  
Amendment #2

Supplemental DBESP Report

U.S. Fish and Wildlife Service (Service) and the California Department of Fish and Wildlife (CDFW) informed the City that a supplemental DBESP Report will be required to acquire the 1602 and 401 permits. The additional information to be addressed in the supplemental report includes revised jurisdictional delineation, supplemental information for the DBESP, and additional information regarding the proposed project mitigation strategy for the impacted lands. Based on comments received from CDFW, additional site visit(s), increased jurisdictional delineation to cover surrounding lands outside the project limits, and research into available mitigation land sources will be required. Parsons will also consult the City with strategies for mitigation and assist in the negotiation with CDFW and USFWS.

- Task 3.2 – Environmental Studies
  - Supplemental DBESP Report (180 hours)

**Item #3 – Additional Services (ROADWAY PS&E)**

Landscape Fact Sheet Exception

Caltrans will require a Landscape Fact Sheet to request an exception to the Highway Planting Policy in the Project Development Procedures Manual to include the highway planting and irrigation work with an anticipated contract cost exceeding \$300,000. An exception is also required to reduce the 3-year plant establishment period to a 1-year plant establishment period. With the approved fact sheet exception, the City will save overall cost of plant maintenance and reduced the City's liability during the plant establishment period.

- Task 5.2.1 – Update Roadway Plans
  - Landscape Fact Sheet Exception (80 hours)

Revised Project Features and Analysis

The scope of work for the project was to prepare the roadway design based on the previously approved GAD, shelved 95% PS&E documents, along with Caltrans scoping discussions prior to the project kickoff. However, several Caltrans functional units reviewed the project design and are requiring additional design concepts and/or features to be evaluated or implemented, including:

- Preparation of Design Standard Decision Document (DSDD) and associated Caltrans focus meetings
  - Additional design alternatives for Moreno Beach Dr. WB On-Ramp to Nason St. WB Off-Ramp (2 alts)
  - Moreno Beach Dr. EB Off-Ramp Design (Truck turning & curb returns)
  - Revised Maintenance Vehicle Pullout Locations and Maintenance Access locations/concepts
  - Additional focus meetings with Caltrans functional units as a new group of Caltrans staff reviewed the project as if it was a “65% level design” and provided many comments that need in-depth responses and coordination to resolve. In particular, the project geometrics, planting and irrigation, and stage construction design require additional efforts to reconcile the unforeseen Caltrans comments.
  - Revised structural pavement sections & LCCA Coordination
  - Justification for the interim striping condition (removal of SB thru lane over bridge)
  - Temporary Pedestrian Access During Stage 1A
  - Revised Guardrail Design (LON calculations to meet new Caltrans requirement)
  - Allowance for anticipated comments on 100% PS&E
- Task 5.2.1 – Update Roadway Plans
    - Revised Project Features and Analysis (460 hours and Subconsultant cost = \$25,180)

State Route 60 / Moreno Beach Drive Interchange Project (Phase 2)  
Amendment #2

City Street Lighting Analysis

Due to the updates to the AASHTO Lighting Guide and the City's conversion to LED, a lighting analysis for the preferred luminaire type is required to verify the luminaire spacing along Moreno Beach Drive. The results will be presented in a technical memorandum. The project will benefit from the supplemental coordination with MVU resulting in an optimized light placement, reducing overall construction cost and improving safety for the travelling public.

- Task 5.2.1 – Update Roadway Plans
  - Lighting Analysis and Technical Memo (80 hours)

**Item #4 – Additional Services (STRUCTURES PS&E)**

Structural Calculations for Bridge Mounted Signs, Pilasters, and Decorative Picket Railing

Caltrans noted it will be a requirement to perform structural design calculations and structural independent check design calculations for the bridge mounted signs, pilasters, and decorative picket railing. These structural calculations were not previously performed, discussed, or identified by Caltrans as a project requirement during scoping discussions between the City, Parsons, and Caltrans

- Task 6.1.2 – Update Structural Design Calculations
  - Structural Design Calculations (200 hours)
- Task 6.1.5 – Update Structures Independent Check Calculations
  - Structural Independent Check Calculations (180 hours)

**Item #5 – Additional Services (LINE K-1)**

Line K-1 PS&E Update

The original contract scope of work (authorized with Amendment #1) included efforts by Parsons to incorporate the previously approved PS&E documents for the Line K-1 bid documents. It was noted that no additional design or PS&E work associated to the Line K-1 is required and any additional work would be considered extra services.

Based on documents provided by the City, the project plans for the Line K-1 improvements were signed by the City in April 2015, however it does not appear that RCFC has signed the improvement plans at this time. However, it is our understanding that the City also executed a cooperative agreement with RCFC for the Line K-1 improvements in September 2016 which implies approval of the improvement plans (without RCFC signature).

Prior to advertising the project for construction, it is recommended to update the Line K-1 improvement PS&E package to meet current City, RCFC, Caltrans, and Greenbook standards. Additional field survey may be needed since there appears to be quite a bit of sediment and topography changes since the project improvement plans were previously completed. Supplemental hydraulic modeling and analysis is excluded from this request.

With an updated PS&E package, the City will have a refined Engineer's Estimate to better anticipate Contractor bids, receive fewer bidder inquiries during the project advertisement period resulting in more cost-effective bids. Additionally, a reduction in CCO's during construction would be realized.

- Task 8.1 – Additional Services (As Requested by the City)
  - Line K-1 PS&E Update (500 hours)

State Route 60 / Moreno Beach Drive Interchange Project (Phase 2)  
Amendment #2

Enclosed for your review is:

**Attachment #1 – Subconsultant Scope of Work (Guida/Emerald/Underground Solutions)**

**Attachment #2 – Cost Proposal**

We appreciate this opportunity to work with the City of Moreno Valley, and we look forward to successful completion of the project. Should you need anything else, please do not hesitate to contact me at (949) 433-4497 or by e-mail at [kevin.michalski@parsons.com](mailto:kevin.michalski@parsons.com)

Sincerely,



Kevin Michalski, PE  
Project Manager

Attachment: Second Amendment to Agreement with Parsons Transportation Group, Inc. (3964 : SECOND AMENDMENT TO THE AGREEMENT



State Route 60 / Moreno Beach Drive Interchange Project (Phase 2)  
Amendment #2

**ATTACHMENT 1**  
**SUBCONSULTANT SCOPE OF WORK**  
MAPPING AND SURVEYS (GUIDA)  
LANDSCAPE SERVICES (EMERALD)  
POTHOLING (UNDERGROUND SOLUTIONS)

Attachment: Second Amendment to Agreement with Parsons Transportation Group, Inc. (3964 : SECOND AMENDMENT TO THE AGREEMENT

Friday, October 25, 2019

**Parsons**

2201 Dupont Dr. Ste: 200  
Irvine, CA 92612

Attn: Nicole Depuy

**Subject: Proposal for Professional Land Surveying Services – Moreno Beach Dr / SR60  
Interchange (CO#1Aerial Topography) – Survey Proposal**

Thank you for providing the opportunity for our proposal submittal to Parsons for Land Surveying Services. We believe, upon completion of your review, you will find Guida Surveying to be uniquely qualified for this project. Guida Surveying has been an integral part of the infrastructure growth in Southern California for over 20 years. Our expert staff is prepared to start this project and will earnestly attend to its completion. Guida Surveying Inc. is a certified "Small Business Enterprise" registered with the State of California – Department of General Services. Our OSDS reference number is 0026277. Guida Surveying Inc. is also a Small Business registered with the U.S. Small Business Administration, our DUNS # is 949675631. Guida Surveying is signatory to a collective bargaining agreement with the International Union of Operating Engineers, Local 12 & 3.

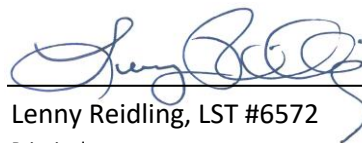
**Executive Summary**

The Guida Surveying Inc. team has performed thousands of similar surveys within California for Municipal and Private Clients and we are confident that you will be pleased with our work product.

Guida Surveying Inc. has a staff of 85 employees, of which 17 are Licensed Land Surveyors registered to practice in the State of California. Our expert survey crews utilize the latest in conventional survey and GPS technology to accurately perform Land Surveys, while maintaining tight schedules. We understand the importance of keeping to our time commitments, without jeopardizing accuracy. Our assigned project manager will keep you informed as your project progresses, without last minute surprises.

This proposal will be valid for 120 days starting 10/25/19. All communication associated with this proposal will be coordinated by the undersigned.

Again, thank you for the opportunity to propose on this project.



10/25/19

Lenny Reidling, LST #6572 Date

Principal

Vice President Business Development So. Cal.

**Guida Surveying Inc.**

9241 Irvine Blvd.

Suite 100

Irvine, CA 92618

P (949) 777-2000

E [lreidling@guidasurveying.com](mailto:lreidling@guidasurveying.com)


10/25/19

Timothy Fettig, PLS #7542 Date

Principal

Vice President So. Cal. Operations

**Guida Surveying Inc.**

P (949) 777-2000

E [tfettig@guidainc.com](mailto:tfettig@guidainc.com)

01PRO19-150-CO#1(rev 1)

**Narrative:**

On 10-18-19, Guida Surveying Inc. received a "Request for Proposals" with revised aerial limits from Nicole Dupuy of Parsons. All survey work for this procurement will be under the direct supervision of a Licensed Land Surveyor, registered with the State of California, Board for Professional Engineers and Land Surveyors.

## Scope elements

**SCOPE:**

Aerial Topography:

Guida will field establish control based upon the previous control established by Guida Surveying Inc. Guida will set up to 11 Aerial Targets, and fly new 1"= 50 scale Aerial Topography with 1' contours, planimetric data, topographic base mapping. Topography will be prepared in AutoCAD Civil 3D and will include a DTM surface, and Digital Orthographic Photo. All in conformance with Caltrans standards.

Deliverable: AutoCAD Civil 3D DWG file with DTM Surface, Contours, and planimetric data.

### FIXED FEE

*Listed below is our breakdown for FIXED fee for the proposed project:*

Scope of Services:	FEE
Fly and Control new Aerial Photogrammetry and Aerial Topography (Not to Caltrans ABC Standards)	\$ 32,350
<b>Optional:</b>	
Photogrammetrist to prepare and deliver the aerial to Caltrans adhering to their "ABC" procedures	\$6,750

**Proposal Assumption – SCOPE:**

Proposal assumes CLIENT will provide coordination and access to the site.

**Schedule**

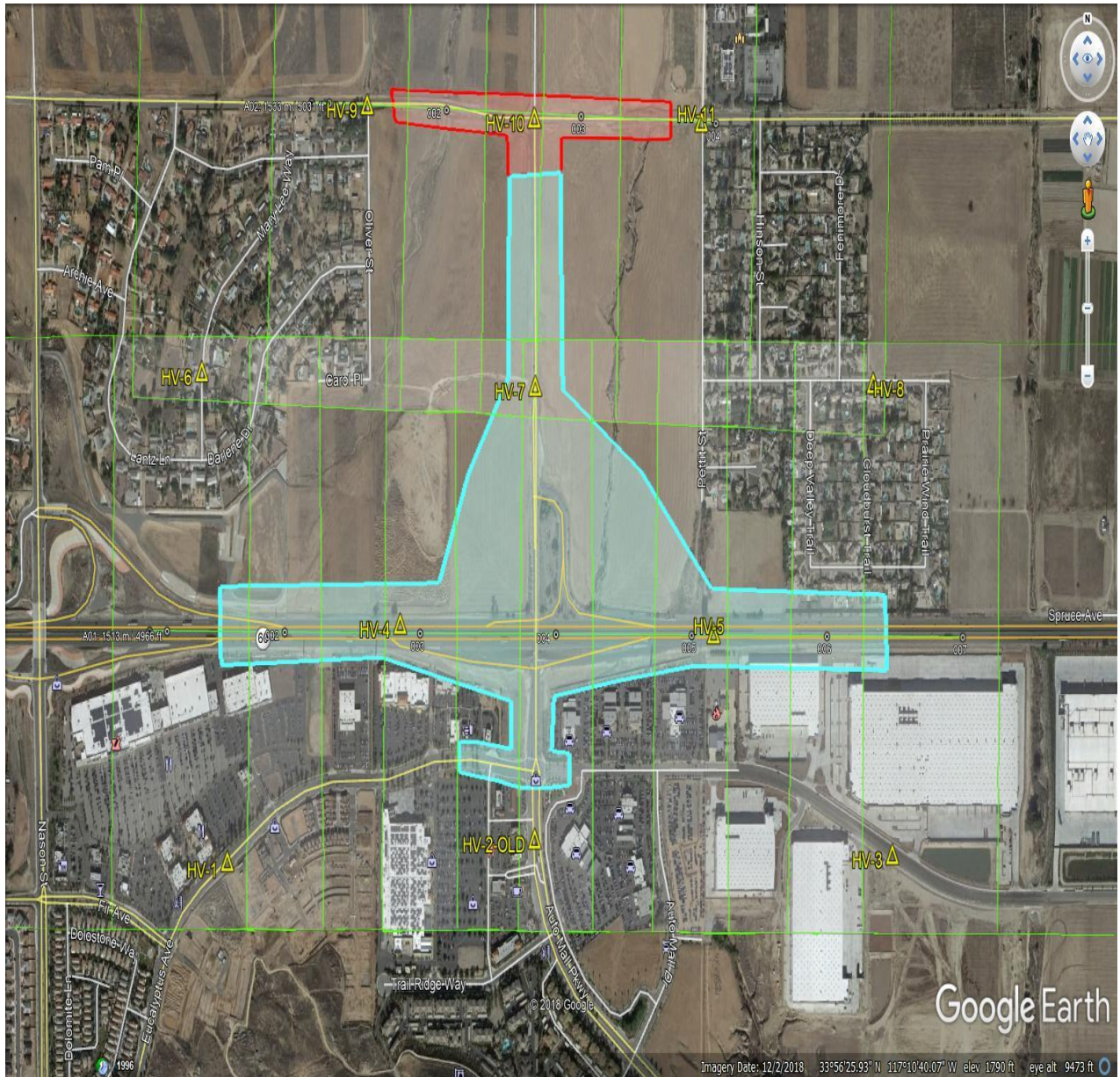
Guida Surveying Inc. believes project can be completed within 40 days upon receipt of the notice to proceed from CLIENT, weather permitting.

**Note:**

This proposal does not include Condo Plans, ALTA Surveys, Monumentation, Certifications, or Corner Records, which can be included as a separate item upon verification of the number of monuments disturbed.

***Thank you for considering Guida Surveying Inc. for your Land Surveyor needs.***

# Limits of Survey Exhibit



Attachment: Second Amendment to Agreement with Parsons Transportation Group, Inc. (3964 : SECOND AMENDMENT TO THE AGREEMENT

**EMERALD DESIGN**

305 N. Harbor Blvd., Suite #222, Fullerton, CA 92832 ph (714) 680-0417 www.emeraldldesign.com

Page 1 of 1

EA 32303 SR60/Moreno Beach Drive IC (Amendment Request)  
March 20, 2020

Kevin Michalski, PE  
Parsons Transportation  
2201 Dupont Drive, Suite #200  
Irvine, CA 92612  
(949) 333-4497

**re: EA 32303 SR60/Moreno Beach Drive IC (Amendment Request)**

Dear Kevin,

I am pleased to submit this proposal for landscape architectural services for the SR60/Moreno Beach Drive interchange project to complete the landscape and irrigation PS&E documents from the 100% PS&E Phase to the Ready to List (RTL) milestone.

**I. Planting/Irrigation PS&E (100% to RTL) . . . . . \$25,180**

The scope of work for the project was to prepare the landscape and irrigation design based on the shelved 95% documents, along with Caltrans scoping discussions prior to the project kickoff. However, Caltrans District 8 Landscape Architectural functional unit reviewed the Landscape Concept Plan and Planting/Irrigation PS&E documents and are requiring additional design features and concepts to be evaluated or implemented, including:

- Relocation of existing water meter, requiring EMWD Application for Service (AFS) coordination
- Additional focus meetings with Caltrans Maintenance to adjust Landscape Concept to provide additional maintenance access points and features.
- Prepare itemized cost estimate breakdown to determine planting/irrigation cost per acre and adjust landscape concept and PS&E documents to satisfy project threshold as determined by Caltrans.

**DELIVERABLES:**

- Planting/Irrigation PS&E documents for RTL

**COST BREAKDOWN:**

**Direct Cost -**

Principal – 30 hours at \$85/hr . . . . .	\$2,550
Project Manager – 75 hours at \$62/hr . . . . .	\$4,650
Designer/Draftsman – 70 hours at \$40/hr . . . . .	\$2,800
Clerical – 30 hours at \$30/hr . . . . .	\$900

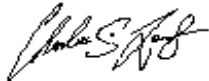
**Indirect Cost (110%) . . . . . \$11,990**

**Profit (10%) . . . . . \$2,290**

**TOTAL (Task I) . . . . . \$25,180**

I propose to provide this Scope of Work for a total of \$25,180. If you have any questions, please feel free to call me. I look forward to working with you.

Sincerely,



Charles S. Lamb - Landscape Architect  
CA Certificate #3098, NV Certificate #532, AZ Certificate #52567  
VA Certificate #1652, UT Certificate #10936516

Attachment: Second Amendment to Agreement with Parsons Transportation Group, Inc. (3964 : SECOND AMENDMENT TO THE AGREEMENT



Your First Choice for Potholing Services

# ESTIMATE

A.12.b

To:  
**Nicole Depuy (DeLuca), PE**  
**Parsons Corp**  
**525 B Street, Suite 1600**  
**San Diego, CA 92101**

Date: February 3, 2020  
 Quote #: TC20320-05H  
 Expiration Date: May 3, 2020

\*\*\*4-hour minimum + Travel

Project Name:		SR60 - Moreno Valley		Sales Person:	TC
Item #	Qty	Description	Unit Price	Line Total	
1	4	Pothole Service Per Hour	\$ 315.00	\$ 1,260.00	
<b>ASPHALT REPAIR</b>					
2		Perma Patch Asphalt / Rapid Set Concrete	\$ -		
3		Hot Patch Asphalt Repairs - Min (5) Locations	\$ -		
4		Hot-Patch Asphalt Grind & Overlay - TBD	\$ -		
<b>TRAFFIC CONTROL</b>					
5	1	Traffic Control Plans - (MUTCD)	\$ -	N/C	
6	1	Standard Traffic Control (per day) Shoulder Closure	\$ -	N/C	
7		Major Traffic Control (per day)	\$ -		
8		Flagman Service (per man hour)	\$ -		
9		Flagman Service (per man hour)- Prev Wage	\$ -		
10		Encroachment / Traffic Permit Processing Fee	\$ -		
<b>TRAVEL</b>					
11	2	Travel Time (per hour)	\$ 150.00	\$ 300.00	
12		Per Diem (per night)	\$ -		
<b>REPORTING</b>					
13	1	PDF/Digital Flash Card Utility Report (1 - 5 potholes)	\$ 50.00	\$ 50.00	
14		PDF/Digital Flash Card Utility Report (5 - 10 potholes)	\$ -		
15		PDF/Digital Flash Card Utility Report (10 - 20 potholes)	\$ -		
16		PDF/Digital Flash Card Utility Report (20 - 30 potholes)	\$ -		
17		PDF/Digital Flash Card Utility Report (30 - 40 potholes)	\$ -		
18		PDF/Digital Flash Card Utility Report (40 - 50) potholes)	\$ -		
19		PDF/Digital Flash Card Utility Report (50+) potholes)	\$ -		
<b>OTHER COSTS</b>					
20		Night / Weekend Premium	\$ -		
21		Monument Preservation Cert	\$ -		
22	1	USA Dig Alert Delineation and Mark Out	\$ 100.00	\$ 100.00	
<b>Excluded: Permit and Deposit Fees to be paid by client prior to start of work</b>					
Encroachment & Traffic Permits		N/A	Parking Meter Buyouts		N/A
Deposit Amt					

<b>USI to:</b>	Subtotal	\$ 1,710.00
Delineate for USA markout	FUEL SURCHARGE	\$ 85.50
Set Traffic control per approved plans - <b>Shoulder Work</b>	Total	\$ <b>1,795.50</b>

Vacuum excavate each site, determine diameter and depth of utilities  
 Backfill, compact  
 Mark location with PK nail, paint or stake for future survey  
 Prepare a "Subsurface Utility Report" w/data, photos and PH location map

**Customer to:**  
 Add USI to existing permit  
 Supply pothole location

**This proposal is based on digable conditions using the air excavation process**

**Standard Notes:**

Terms: Existing Accounts Net 30  
 The above is an "estimate", final costs will be determined by the actual number of work hours and travel time logged.  
 A cancellation fee may apply if job is cancelled at site.  
 Credit Application Required To Open Account

This is a quotation on the goods named, subject to the conditions, inclusions and/or exclusions noted above.  
 To accept this quotation, sign here and return:

x \_\_\_\_\_ Date

Attachment: Second Amendment to Agreement with Parsons Transportation Group, Inc. (3964 : SECOND AMENDMENT TO THE AGREEMENT

# EXHIBIT “B”

**EXHIBIT B**

## TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed \$1,833,606.00.
2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: [http://www.moval.org/do\\_biz/biz-license.shtml](http://www.moval.org/do_biz/biz-license.shtml)
3. The Consultant will electronically submit an invoice to the City once a month for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at [TechInfo-CapProj@moval.org](mailto:TechInfo-CapProj@moval.org). Accounts Payable questions can be directed to (951) 413-3130.
4. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at: [http://www.moval.org/city\\_hall/forms.shtml#bf](http://www.moval.org/city_hall/forms.shtml#bf)



5. The minimum information required on all invoices is:
  - A. Vendor Name, Mailing Address, and Phone Number
  - B. Invoice Date
  - C. Vendor Invoice Number
  - D. City-provided Reference Number (e.g. Project, Activity)
  - E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
  
6. The City shall pay the Consultant for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.

ATTACHMENT 2

State Route 60 / Moreno Beach Drive Interchange Project (Phase 2) - AMENDMENT #2  
CALTRANS EA 32303

COST SUMMARY (PS&E PHASE)

WBS (Moreno)	WBS (Line K-1)	Description	MORENO BEACH (Initial Authorization)	MORENO BEACH (Amendment 1)	MORENO BEACH (Amendment #2)	LINE K-1 (Amendment #1)	LINE K-1 (Amendment #2)
11000	-	PROJECT MANAGEMENT	\$46,534	\$115,486	\$0	-	-
12000	-	PRELIMINARY DESIGN AND ENGINEERING REPORTS	\$142,724	\$7,166	\$87,886	-	-
13000	-	ENVIRONMENTAL SUPPORT	\$212,597	\$32,443	\$45,517	\$7,748	-
14000	-	GEOTECHNICAL SUPPORT	\$9,345	\$0	\$0	-	-
15000	-	ROADWAY PS&E	\$51,690	\$352,173	\$90,307	-	-
16000	-	STRUCTURES PS&E	\$42,793	\$134,892	\$56,170	-	-
-	-	SUBCONSULTANTS	-	-	-	-	-
-	-	Traffic Counts (NDS)	\$4,485	\$0	\$0	-	-
-	-	Mapping and Surveys (Guida)	\$62,840	\$0	\$32,350	-	-
-	-	Geotechnical Studies (EMI)	\$23,855	\$0	\$0	-	-
-	-	Landscape Services (Emerald)	-	\$59,470	\$25,180	-	-
-	-	Potholing (Underground Solutions)	-	-	-	-	\$5,000
17000	37000	READY TO LIST PROCESS	\$0	\$14,866	\$0	\$10,701	-
18000	-	ADDITIONAL SERVICES (AS REQUESTED BY THE CITY)	-	\$2,808	-	-	-
19000	-	COMMUNITY IDENTIFICATION	-	\$60,043	\$0	-	-
-	-	ODC's	\$3,137	\$17,863	\$0	-	-
<b>SUBTOTAL</b>			\$600,000	\$797,210	\$337,409	\$18,449	\$5,000

MORENO TOTAL - (INITIAL AUTHORIZATION) \$600,000  
 MORENO TOTAL - (AMENDMENT 1) \$797,210  
 LINE K-1 - AMENDMENT #1 \$18,449

**MORENO - AMENDMENT #2 \$337,409**  
**LINE K-1 - AMENDMENT #2 \$5,000**

**TOTAL (AMENDMENT #2) \$342,409**  
**TOTAL (PS&E) \$1,758,068**

COST SUMMARY (PS&E PHASE) - OPTIONAL TASKS

WBS (Moreno)	WBS (Line K-1)	Description			MORENO BEACH (Amendment #2)		LINE K-1 (Amendment #2)
-	38000	ADDITIONAL SERVICES (AS REQUESTED BY THE CITY)	-	-	-	-	\$75,538
<b>SUBTOTAL (OPTIONAL TASKS)</b>					\$0		\$75,538

**TOTAL (AMENDMENT #2) - Including OPTIONAL TASKS \$417,947**  
**TOTAL (PS&E) - Including OPTIONAL TASKS \$1,833,606**



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Mike Lee, Interim City Manager

**AGENDA DATE:** April 7, 2020

**TITLE:** APPROVAL OF A CONTRACT WITH QUINTANILLA AND ASSOCIATES TO PROVIDE INTERIM CITY ATTORNEY SERVICES

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### **RECOMMENDED ACTION**

#### **Recommendations:**

1. Approve agreement with The Law Firm of Quintanilla and Associates for Interim City Attorney Services.
2. Authorize the Mayor to sign the agreement.

### **SUMMARY**

This report recommends approval of a contract with Quintanilla and Associates to provide Interim City Attorney services.

### **BACKGROUND**

As a result of the current vacancy within the City Attorney's Office and based on the prior selection of Quintanilla and Associates to provide Interim City Attorney services, the City Council has selected Quintanilla and Associates of Rancho Mirage to serve as Interim City Attorney.

The prior Request for Proposal (RFP) for Interim City Attorney services was developed in April, 2015 to reflect the City Council's expectations for provision of these services. The RFP was posted in local newspapers, online and on the California League of Cities' City Attorney list-serve. Notices were also sent to a number of prominent regional firms with expertise in municipal law. Information sought for the purposes of the RFP included pricing, qualifications and attorney resumes.

The following requirements were specified in the Scope of Services:

- Provide clear and concise legal advice and consultation on a daily basis as requested or required for members of the City Council, the City Manager and City staff. Contacts are usually made via telephone and email, and a prompt response is expected.
- Attend City Council meetings and be prepared to advise Council on matters on the agenda as well as procedural and substantive issues that arise during the meeting. Attendance at Planning Commission or other Council subcommittee meetings may be requested from time to time.
- Provide guidance concerning requirements of the Brown Act, Conflict of Interest (AB1234), the Political Reform Act, the Public Records Act, due process and other legal requirements imposed by statute and common law.
- Prepare, review and revise staff documents, including, but not limited to, initiation of memoranda concerning legal issues, contracts, agreements, ordinances, resolutions, land use decisions on appeal, and staff reports. Clear, concise, well-organized writing in plain English is a pre-requisite.
- Represent and/or advise the City in litigation not covered by the City's self-insured risk pools (which provide coverage for tort claims and worker's compensation claims).
- Represent the City in inter-agency projects and other legal matters.
- Oversee coordination with special legal counsel on all City litigation including oversight of the City's risk management program and general liability claims.
- Provide legal advice and assistance to operating departments.
- Provide oversight and direction for the City Attorney's Office operations.
- May serve as legal counsel to the Moreno Valley Community Services District, the Moreno Valley Housing Authority and the Moreno Valley Electric Utility.

A total of eleven law firms or individuals provided proposals by the City's May 6, 2015 deadline. Those proposals were evaluated by members of the City Council and four firms or individuals were selected for formal interviews.

The City Council enlisted the assistance of former Riverside County District Attorney Rod Pacheco to aid in the evaluation of those firms invited for interviews. The interviews were held on June 2, 2015 at a special closed session of the City Council. As a result of the interviews, the Council has selected Quintanilla and Associates of Rancho Mirage to serve as Interim City Attorney.

The agreed compensation is as follows:

Retainer	\$ 10,000	per month (60 hours at \$167/hr)
Excess hours:		
Attorney time:	\$ 200	per hour for senior attorneys
	\$ 175	per hour for junior attorneys
Paralegal:	\$ 125	per hour
Clerk:	\$ 100	per hour

The effective date of the contract shall be the date the document is signed by the Mayor.

**ALTERNATIVES**

The following alternatives are available to the City Council:

1. Approve the agreement for Interim City Attorney Services between the City of Moreno Valley and The Law Offices of Quintanilla and Associates and authorize the Mayor to sign the agreement and any subsequent amendments.
2. Do not approve the agreement and provide staff with further direction.

**FISCAL IMPACT**

Estimated costs of this contract are within the parameters of the existing Fiscal Year 2019/20-20/21 City Attorney’s budget. However, staff will monitor this budget closely and provide quarterly reports comparing budget to actual expenditures.

**PREPARATION OF STAFF REPORT**

Prepared By:  
Marshall Eyerman  
Assistant City Manager

Department Head Approval:  
Mike Lee  
Interim City Manager

**CITY COUNCIL GOALS**

**Advocacy.** Develop cooperative intergovernmental relationships and be a forceful advocate of City policies, objectives, and goals to appropriate external governments, agencies and corporations.

**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. Agreement for Interim Legal Services

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	4/01/20 5:21 PM
City Attorney Approval	<u>✓ Approved</u>	4/01/20 5:22 PM
City Manager Approval	<u>✓ Approved</u>	4/01/20 5:27 PM

## AGREEMENT FOR LEGAL SERVICES

This Agreement by and between the City of Moreno Valley, a municipal corporation, the Community Redevelopment Agency of the City of Moreno and/or the Moreno Valley Community Services District (hereafter referred to collectively as “City”) and the Law Offices of Quintanilla & Associates (“Attorneys”), is made and becomes effective upon the date signed by the Mayor.

### **Section 1. Subject of the Agreement**

The City desires to retain Attorneys to discharge the duties of Interim City Attorney. City may, at its sole discretion, employ other attorneys to perform the same type of legal services.

### **Section 2. Standard of Performance**

Attorneys will perform all legal work referred to them in a professional manner pursuant to the standards of their profession and the rules and statutes governing their conduct.

- A. Steven B. Quintanilla is designated as the Interim City Attorney for the City. The parties understand and agree that Attorneys may, from time to time, utilize other attorneys within the firm to assist Mr. Quintanilla in the performance of this Agreement. Attorneys shall provide all services to the City of the kind and nature typically provided by an in-house City Attorney’s office and as set forth in the Scope of Services attached as Exhibit A hereto.
- B. Attorneys will furnish all office space, equipment, labor, materials, supplies, reference and background data and information necessary to accomplish the assigned tasks, except as otherwise provided in this Agreement.
- C. Attorneys will provide monthly progress reports describing in detail what work has been completed to date and setting forth all necessary information to monitor the progress and effectiveness of the work.
- D. Attorneys will keep City and/or its designated agent fully informed of all developments relevant to the status and value of all cases in which Attorneys represent City and will promptly communicate any settlement offers to City and/or its designated agent.

**Section 3. Compensation**

A. Legal services shall be compensated as follows:

Retainer	\$ 10,000	per month (60 hours at \$167/hr)
Excess Attorney time:	\$ 200	per hour for senior attorneys/partners (Attorneys with at least 5 years' experience)
	\$ 175	per hour for junior attorneys
Paralegal:	\$ 125	per hour
Clerk:	\$ 100	per hour

Attorneys shall not be compensated for travel between the Attorneys' office and City Hall. Attorneys will not bill the City for routine copying, telephone, mileage, facsimile, word processing or electronic research within the Attorneys' contract plan. Attorneys will bill the City, without any mark-up, actual expenses for electronic legal research, parking, filing fees, transcripts, delivery charges, extraordinary copying and similar out-of-pocket expenses. These items will be separately designated on Attorneys' monthly statements as "disbursements" and will be billed in addition to the fees for professional services. To obtain reimbursement, Attorneys will submit a summary of these expenses, along with supporting receipts, within 30 days of the expense being incurred.

B. Expert consultants and witnesses

Expert consultants and witnesses may be retained by Attorneys on terms acceptable to the City, approved in advance, in which case City shall reimburse Attorneys or pay consultants or experts directly.

C. Invoice

Attorneys agree to invoice the City monthly, within 10 days after the end of each calendar month. All charges must be itemized by Attorneys, showing in detail the work performed during the billing period, in line item format, so that each task is separately explained and has specific time recorded. Attorneys shall not charge the City for more than one attorney's time in appearing at a meeting or in court or for performing any tasks unless the City has expressly authorized the use of more than one attorney for the appearance or task.

D. Tax information

Attorneys agree to attach a completed federal W-9 form to this Agreement to facilitate tax reporting for payments under this Agreement.

E. Payment

Payment shall be made on or before the last day of each month for services rendered during the preceding month.



#### **Section 4. Conflict of Interest**

Attorneys represent that they presently have no material financial interest other than that which may be held by the general public and shall not acquire any interest, direct or indirect, in any contract or decision made on behalf of City which may be affected by the services to be performed by the Attorneys under this Agreement. Attorneys further agree that they shall employ no person having any such interest. If Attorneys or their employees acquire a direct or indirect personal interest, such interest shall be immediately disclosed to the City and the interested individual shall abstain from any contracts or decisions under this Agreement.

In addition to the proscriptions regarding conflicts of interest imposed on attorneys by the Business and Professions Code and by Rule 3-310 of the California Rules of Professional Conduct, Attorneys represent that no attorney shall represent clients before any board, commission, committee or agency of the City or represent a client adverse to the City for a period of one year from the date of termination of this Agreement.

#### **Section 5. Indemnification and Hold Harmless**

Attorneys agree to defend and indemnify City for any claims or lawsuits against City which are based on contentions that negligence or misconduct by Attorneys proximately caused damage to the claimant or plaintiff.

City will defend and indemnify Attorneys for any claims or lawsuits against Attorneys which are based on contentions that negligence or misconduct by the City, and/or City's employees or agents, proximately caused damage to the claimant or plaintiff. City will also defend and indemnify Attorneys for claims and lawsuits which were expressly directed by the City, and/or City's employees or agents, contrary to Attorneys' professional advice.

No official or employee of City shall be personally liable for any default or liability under this Agreement.

#### **Section 6. Nondiscrimination**

In the performance of this Agreement, Attorneys shall not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, sexual orientation or medical condition. Attorneys shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, age, sex, national origin, sexual orientation or medical condition. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training.

#### **Section 7. Insurance**

A. General Liability Insurance: During the entire term of this Agreement, Attorneys agree to procure and maintain general liability insurance at their sole expense to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomsoever, resulting directly or indirectly from any act or activities of the

Attorneys or any person acting for the Attorneys or under its control or direction, and also to protect against loss from liability imposed by law for damages to any property of any persons caused directly or indirectly by or from acts or activities of Attorneys or any person acting for Attorneys or under its control or direction. Such liability and property damage insurance shall also provide for and protect the City against incurring any legal cost in defending claims for alleged loss. Such liability and property damage insurance shall be maintained in full force and effect throughout the term of the Agreement and any extension thereof in the minimum limits provided below:

- B. Automobile Liability: Attorneys shall procure and maintain, at their sole expense, and throughout the term of this Agreement and any extension thereof, Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City premises. Such coverage limits shall not be less than \$500,000 combined single limit.
- C. Professional Liability Insurance: During the entire term of this Agreement, Attorneys shall procure and maintain, at their sole expense, professional liability insurance to protect the City, the Moreno Valley Community Services District, and the Community Redevelopment Agency of the City of Moreno Valley against liability arising from errors or omissions committed in the performance of their work with coverage limits of not less than \$2,000,000 per occurrence.
- D. Workers' Compensation Insurance: Attorneys shall procure and maintain, at their sole expense, workers' compensation insurance in such amounts as will fully comply with the laws of the state of California.
- E. Primary Coverage and Insurance Company Ratings: The coverages provided pursuant to this Agreement shall be primary insurance and not contributory with any other insurance. Insurance companies providing insurance hereunder shall be rated (A-: VII – Admitted) or better in the Best's Insurance Rating Guide.
- F. Notice to City, Insurance Coverage Change: A certificate of insurance or an appropriate insurance binder evidencing each of the above referenced insurance coverage shall be submitted prior to the execution of this Agreement. Such evidence of insurance shall be sent to the attention of the requesting department and shall reference a project number, where appropriate.

Solely as respect to work done by or on behalf of the named insured for the City, it is agreed that the City of Moreno Valley, the Moreno Valley Community Services District, and Community Redevelopment Agency of the City of Moreno Valley are added as additional insureds under the general liability policy. A policy endorsement or an appropriate insurance binder evidencing the required general liability insurance must accompany the certificate of insurance. The endorsement shall be signed by a person authorized by that insurer to bind coverage on its behalf.

The terms of the insurance policies or policies issued to provide the above insurance coverage may not be amended or canceled by the carrier, without thirty (30) days prior written notice by certified or registered mail or amendment or cancellation to

the City, except that cancellation for nonpayment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event that the said insurance is canceled, Attorneys shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

**Section 8. Independent Contractor**

Attorneys, and anyone employed by Attorneys, are not and shall not be deemed to be employees of the City. Attorneys are solely responsible for the payment of employment taxes, workers' compensation and any similar taxes for any employees of Attorneys.

**Section 9. Files**

All legal files of Attorneys pertaining to the City shall be and remain the property of the City. Attorneys will control the physical location of such legal files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.

**Section 10. Notices**

Any notices under this Agreement by either party to the other may be given by either personal delivery in writing or by mail. Notices must be delivered or mailed to the following:

**If to Attorneys:** Law Offices of Quintanilla & Associates  
P.O. Box 176  
Rancho Mirage, CA 92270

**If to City:** Mayor  
City of Moreno Valley  
P. O. Box 88005  
Moreno Valley, CA 92552-0805

**Section 11. Entire Agreement of the Parties**

This Agreement represents the parties' final and mutual understanding. It replaces and supersedes any prior agreements, whether oral or written.

**Section 12. Nonassignment**

Neither this Agreement nor any portion shall be assigned by Attorneys without the prior written consent of City.

**Section 13. City Agent**

Dr. Yxstian Gutiérrez, Mayor, for the purpose of this Agreement, is the agent for the City. Whenever approval or authorization is required, Attorneys understand that the Mayor has the authority to provide that approval or authorization.

#### **Section 14. Term of Agreement**

The term of this Agreement shall be from the date signed by the Mayor until the City has selected and entered into an agreement with a permanent City Attorney. It is understood by and between the parties that City may also hire Attorneys or other legal counsel for other matters subsequent to the execution of this Agreement. Therefore, this Agreement shall remain in full force and effect unless and until this Agreement is terminated as provided for herein, or until a replacement agreement is executed by the parties. New matters subsequent to the execution of this Agreement shall be accomplished by a unilateral letter assignment by the City. Attorneys shall undertake the subsequent assignment of a new matter upon the same terms and conditions set forth herein.

#### **Section 15. Termination**

This Agreement may be terminated by City with or without cause upon thirty (30) days written notice to Attorneys. City shall be responsible for payment of all services rendered and costs incurred by Attorneys prior to the termination date. Attorneys may terminate this Agreement with or without cause upon ninety (90) days written notice to City and only if City will suffer no actual or perceived harm or prejudice in any pending matter by Attorneys' termination. In either event, Attorneys agree to cooperate fully in the transition, including the transfer of files. Upon Attorneys' termination of this Agreement, Attorneys, upon the request of the City, will continue to represent City on any specified matters pending at that time of the termination until completion or reassignment to new Attorneys, whichever occurs first. The rates and terms of compensation shall continue to be the same as set forth above.

#### **Section 16. Resolution of Fee Disputes**

The City is entitled to require that any fee dispute be resolved by binding arbitration in Riverside pursuant to the arbitration rules of the Riverside County Bar Association for legal fee disputes. In the event that the City chooses not to utilize the Riverside County Bar Association's arbitration procedures, the City agrees that all disputes regarding the professional services rendered or fees charged by Attorneys shall be submitted to binding arbitration in Riverside to be conducted by the American Arbitration Association in accordance with its commercial arbitration rules.

#### **Section 17. Modification**

This Agreement may not be modified or replaced except by another signed written agreement.

#### **Section 18. Partial Invalidity**

Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

#### **Section 19. No Waiver**

The waiver of any breach of any provisions of this Agreement does not waive any other breach of that term or any other term in this Agreement.

**Section 20. Attorneys' Fees**

If a party brings any action, including an action for declaratory relief to enforce or interpret the provisions of this Agreement, the prevailing party is entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. Such fees may be set by the court in the same action or in a separate action brought for that purpose.

**Section 21. Governing Law**

This Agreement shall be construed – and its performance enforced – under California law.

**Section 22. Survival**

All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the City and Attorneys survive the termination of this Agreement.

IN WITNESS THEREOF, the parties have executed this Agreement on the day and date signed by the Mayor.

Dated: \_\_\_\_\_

Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Name)

Dated: \_\_\_\_\_

CITY OF MORENO VALLEY,  
A Municipal Corporation

By: \_\_\_\_\_  
Mayor

Attachment: Agreement for Interim Legal Services [Revision 3] (3999 : APPROVAL OF A CONTRACT WITH QUINTANILLA AND ASSOCIATES

## Exhibit A

### SCOPE OF SERVICES

- Provide clear and concise legal advice and consultation on a daily basis as requested or required to members of the City Council, the City Manager and City staff. Contacts are usually made via telephone and email, and a prompt response is expected.
- Attend City Council meetings and be prepared to advise Council on matters on the agenda as well as procedural and substantive issues that arise during the meeting. Attendance at Planning Commission or other Council subcommittee meetings may be requested from time to time.
- Provide guidance concerning requirements of the Brown Act, Conflict of Interest (AB1234), the Political Reform Act, the Public Records Act, due process and other legal requirements imposed by statute and common law.
- Prepare, review and revise staff documents, including, but not limited to, initiation of memoranda concerning legal issues, contracts, agreements, ordinances, resolutions, land use decisions on appeal, and staff reports. Clear, concise, well-organized writing in plain English is a pre-requisite.
- Represent and/or advise the City in litigation not covered by the City's self-insured risk pools (which provide coverage for tort claims and worker's compensation claims).
- Represent the City in inter-agency projects and other legal matters.
- Oversee coordination with special legal counsel on all City litigation including oversight of the City's risk management program and general liability claims.
- Provide legal advice and assistance to operating departments.
- Provide oversight and direction for the City Attorney's Office operations.
- May serve as legal counsel to the Moreno Valley Community Services District, the Moreno Valley Housing Authority and the Moreno Valley Electric Utility.



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Mike Lee, Interim City Manager

**AGENDA DATE:** April 7, 2020

**TITLE:** EMERGENCY OPERATIONS RESOLUTIONS

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### **RECOMMENDED ACTION**

#### **Recommendations: That the City Council:**

1. Adopt all of the Resolutions set forth in this staff report.

### **SUMMARY**

The Disaster Council recommends that the City Council adopt several resolutions that consists of emergency orders related to the COVID-19 Local State of Emergency.

### **DISCUSSION**

On March 17, 2020, the City Council declared a Local State of Emergency in response to the COVID-19 Coronavirus. As such, the Disaster Council convened. The Disaster Council consist of the Mayor, City Manager/Director of Emergency Services and the Fire Chief. Its purpose is to develop and recommend for adoption by the City Council emergency plans, mutual aid plans, agreements, ordinances, resolutions and any necessary rules and regulations to implement the aforementioned.

It is important to note that all these emergency measures are temporary. Each shall terminate at such time that the Governor's State of Emergency is terminated by a subsequent proclamation of the Governor or a concurrent resolution of the State Legislature, unless the emergency measures are terminated earlier by the City Council.

Notwithstanding the foregoing, and in order to prevent inconsistencies, the City Disaster Council or the City Council may suspend the effectiveness of any of the emergency measures in the event that the President of the United States, the United States Congress, the Governor of the State of California, the California State Legislature or the Public Health Officer of the County of Riverside adopts legislation, a law, a regulation or

order that supersedes any given emergency measure as set forth and described in the Resolutions/Orders set forth below.

### **Resolution/Order - Continuing the Local Emergency**

This Resolution/Order extends the Local State of Emergency declaration until such time that the Governor's State of Emergency is lifted either by the Governor or a joint resolution of the State Legislature, unless terminated earlier by the City Council. Pursuant to the California Emergency Services Act, the City Council is required to review its Local State of Emergency declaration at least once every 60 days until the City Council terminates the Local State of Emergency. Moreover, the City Council must terminate the Local State of Emergency declaration at the earliest possible day that the conditions warrant.

The Resolution/Order also provides that the City Manager shall provide an update to the City Council on or before June 6, 2020 on the current conditions and whether the Local State of Emergency needs to remain in effect.

### **Resolution/Order – Adopting Pandemic Influenza Preparedness Plan**

This Resolution/Order adopts the “Pandemic Preparedness Plan” which was prepared under the direction and oversight of the Disaster Council, and serves as the City’s “Emergency Operations Plan.” Pursuant to the Municipal Code, the Disaster Council is responsible for the development and maintenance of the City’s Emergency Operations Plan, which must provide for the effective mobilization of all of the resources of the City, both public and private, to meet any conditions which may arise during the Local State of Emergency. It also provides for the organization, powers and duties and services of certain City employees, who all became “Disaster Workers” upon the adoption the Declaration of the Local State of Emergency. As Disaster Workers, some may be assigned duties outside the scope of their regular job duties. The Plan also address issues such as telecommuting and financial tracking of emergency expenditures for purposes of qualifying for emergency assistance from Governor’s Operations of Emergency Services and/or FEMA.

### **Resolution/Order – Ratification and Adoption of Closure Plan**

Under the direction and oversight of the Disaster Council, a “Closure Plan” was developed which identifies which City facilities would either be closed during certain times and on certain days. The Closure Plan also identifies any adjustment in the hours of operation related to provide certain services to the public, such as those provided through the City’s Libraries, Parks & Community Services, Employment Resource Center, Animal Services, etc.

### **Resolution/Order – Waiving Limitation on City Manager’s Purchasing Authority**

Currently, the City Manager has the discretion to purchase and procure certain materials, equipment, supplies and services, provided that no single transaction



exceeds \$50,000 or \$75,000 for public works contracts. This Resolution/Order would waive these dollar limitations only for those purchases and procurement of materials, equipment, supplies and services which are related to mitigating or preventing the spread and transmission of COVID-19. This Resolution/Order would also ratify any and all purchases of equipment, supplies and other materials in response to the arrival of 195 individuals who may have been exposed to COVID-19 at March Air Force Base on or about January 29, 2020, and who were subjected to a mandatory 14-Day federal COVID-19 quarantine at the Base.

### **Resolution/Order – Suspending Purchasing Procedures**

This Resolution/Order will authorize the City Manager/Emergency Services Director to suspend the purchasing procedures set forth in Chapter 3.12 “Purchasing” of the Municipal Code to procure the necessary equipment, services, and supplies in order to respond immediately and effectively to the COVID-19 Virus Pandemic Emergency. Suspension of the purchasing procedures essentially authorizes the City Manager/Emergency Services Director to approve the direct purchase of any supplies, materials, equipment or contractual services where immediate procurement is essential to prevent delays which may otherwise hinder the City’s efforts to implement programs and provide services intended to prevent or mitigate the risk of spreading and transmitting COVID-19. This will allow the City Manager to suspend any requirements for preparing and publishing “Notices Inviting Bids,” soliciting prospective vendors and consultants via “Requests for Proposals” (RFPs) or “Request for Quotes,” awarding a contract or purchase to the “Lowest Responsible Bidder,” requiring “Bidder’s Security,” and implementing “Protest Procedures.”

### **Resolution/Order – Suspending Public Contract Bidding Requirements**

This Resolution/Order would allow for a temporary suspension of the competitive bidding process associated with public works contracts. Under the State’s Public Contract Code, such a temporary suspension is permitted during a State of Emergency. Basically, this would authorize the City Manager/Emergency Services Director to cause the repair or replacement of any public facility directly related to the COVID-19 Virus Pandemic Emergency, which requires immediate action without having to give notice for bids to let contracts as otherwise required under the Public Contract Code.

### **Resolution/Order – Application & Acceptance of State & Federal Emergency Aid**

FEMA has announced that certain emergency protective measures taken by cities to respond to the COVID-19 emergency may be eligible for reimbursement. In addition, there may also be some emergency funding made available by the Health and Human Services or the Centers for Disease Control and Prevention for certain emergency protective measures, the City may implement. Such funding may be made available for costs associated with management, control and reduction of immediate threats to public health and safety, such as Emergency Operation Center costs, training specific to the declared event and disinfection of eligible public facilities, medical facility services and supplies, temporary medical facilities and/or enhanced medical/hospital capacity, use of

specialized medical equipment, medical waste disposal, emergency medical transport, medical sheltering, etc. Moreover, it is expected that under the California Disaster Assistance Act, the State may be providing financial assistance for the following local costs such as, but not limited to, personnel costs, equipment costs, and the cost of supplies and materials used during disaster response activities; matching fund assistance for cost sharing required under federal disaster assistance programs; and indirect administrative costs and any other assistance deemed necessary by the Director of the Office of Emergency Services.

### **Resolution/Order - Granting Immunity to Medical Professionals & Veterinarians**

This Resolution/Order will provide medical doctors (whether licensed in California or any other state), hospitals, pharmacists, respiratory care practitioners and nurses who render services during the Local State of Emergency at the express or implied request of City or the City Manager/Emergency Services Director immunity to any liability for any injury sustained by any person by reason of those services, regardless of how or under what circumstances or by what cause those injuries are sustained; provided, however, that the immunity herein granted shall not apply in the event of a willful act or omission. This same immunity will also be extended to cover veterinarians and registered veterinary technicians who render services to sick and injured animals under the same circumstances.

### **ALTERNATIVES**

1. Adopt all recommended Resolutions/Orders. This would allow the City Manager/Director of Emergency Services to respond in a timely manner in time-sensitive situations where delays may frustrate or impede on the City's emergency efforts to hold the spread and transmission of COVID-19 at bay.
2. Adopt some of the recommended Resolutions/Orders.
3. Reject all of the recommended Resolutions/Orders, which would impact the City's ability to respond in a timely manner to certain situations that may require immediate action to prevent or mitigate the transmission of COVID-19.

### **FISCAL IMPACT**

N/A

### **PREPARATION OF STAFF REPORT**

Prepared By:  
Marshall Eyeran  
Assistant City Manager/Chief Financial Officer

Department Head Approval:  
Mike Lee  
Interim City Manager

Prepared By:  
Paul Early  
Assistant City Attorney

Concurred By:  
Steve Quintanilla  
Interim City Attorney

**CITY COUNCIL GOALS**

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

**Public Safety.** Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

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

**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. Resolution Continuing Local Emergency
- 2. Resolution Re Emergency Plan
- 3. MV Pandemic Plan 2020 Rev 33120
- 4. Resolution Re Closure Plan Termination Date
- 5. COVID-19 Closure Plan
- 6. Resolution Re Waiving Signature Authority of City Manager
- 7. Resolution Suspending Contract Bidding Requirements
- 8. Resolution Suspending Purchasing Procedures
- 9. Resolution seeking grants and reimbursements
- 10. FEMA Public Assistance Application
- 11. Resolution Granting Immunity to Doctors and Vets

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	4/01/20 2:51 PM
City Attorney Approval	<u>✓ Approved</u>	4/02/20 1:01 PM
City Manager Approval	<u>✓ Approved</u>	4/02/20 1:14 PM

**RESOLUTION NO. 2020-**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF MORENO VALLEY, CALIFORNIA  
CONTINUING THE CITY COUNCIL’S PROCLAMATION OF THE EXISTENCE  
OF A LOCAL EMERGENCY DUE TO THE COVID-19 VIRUS PANDEMIC  
UNTIL SUCH TIME THAT THE GOVERNOR’S STATE OF EMERGENCY IS  
TERMINATED PURSUANT TO SECTION 8629 OF THE GOVERNMENT CODE BY A  
PROCLAMATION OF THE GOVERNOR  
OR A CONCURRENT RESOLUTION OF THE STATE LEGISLATURE  
UNLESS TERMINATED EARLIER BY THE CITY COUNCIL**

**WHEREAS**, pursuant to California Government Code Section 8630 and Section 2.40.060 “Powers and Duties of the Director and Assistant Director of Emergency Services,” of the City of Moreno Valley Municipal Code, the City Council of the City of Moreno Valley adopted Resolution No. \_\_\_\_\_ proclaiming the existence of a Local Emergency due to the COVID-19 Virus Pandemic, which endangers the health and welfare of the residents and visitors of the City of Moreno Valley; and

**WHEREAS**, on March 4, 2020, the Governor of the State of California proclaimed a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the state prepare for broader spread of COVID-19; and

**WHEREAS**, on March 7, 2020, Riverside County Public Health Officer Dr. Cameron Kaiser declared a Local Health Emergency, citing Riverside County’s first locally acquired case of COVID-19; and

**WHEREAS**, on March 10, 2020, the Riverside County Board of Supervisors ratified the Local Health Emergency and activated the Medical Health Department Operations Center to better coordinate public messaging and planning among community partners as Riverside County officials prepare for the spread of COVID-19; and

**WHEREAS**, on March 11, 2020, the California Department of Public Health issued guidance that in order to protect public health and slow the rate of transmission of COVID-19, large gatherings of 250 people or more at concerts, conferences, and professional, college, and school sporting events should be postponed or canceled for at least the remainder of the month of March 2020 and that smaller gatherings held in venues such as crowded auditoriums, rooms or other venues that do not allow social distancing of six feet per person should be postponed or canceled; and

**WHEREAS**, on March 12, 2020, the Governor of the State of California issued Executive Order N-25-20 providing that all residents are to heed any orders and guidance of state and local public health officials, including but not limited to the imposition of social distancing measures, to control the spread of COVID-19 and that authorized local legislative bodies are permitted to hold public meetings via teleconferencing and to make

Attachment: Resolution Continuing Local Emergency [Revision 2] (3993 : Emergency Operations Resolutions)

public meetings accessible telephonically or otherwise electronically to all members of the public seeking to attend and to address the local legislative body, during the period in which local public officials impose or recommend measures to promote social distancing, including but not limited to limitations on public events; and

**WHEREAS**, on March 12, 2020, the Riverside County Public Health Officer ordered the cancellation of all events within the jurisdiction of the Public Health Officer of the County of Riverside with an expected attendance of at least 250 individuals taking place between March 12, 2020 and April 30, 2020, regardless of venue; and

**WHEREAS**, on March 13, 2020, the President of the United States of America proclaimed and declared a National Emergency Concerning the Novel Coronavirus Disease (COVID-19) Outbreak and announced that the federal government would make emergency funding available to assist state and local governments in preventing the spread of and addressing the effects of COVID-19; and

**WHEREAS**, on March 16, 2020, the Governor issued Executive Order N-28-20 waiving certain requirements related to residential and commercial evictions and foreclosures to allow local jurisdictions more flexibility to prohibit residential and commercial evictions and foreclosures through May 31, 2020; and

**WHEREAS**, on March 16, 2020, the Riverside County Public Health Officer ordered the prohibition of all gatherings within the jurisdiction of the Public Health Officer of the County of Riverside with an expected presence of at least 10 individuals taking place between March 16, 2020 and April 30, 2020 inclusive, regardless of venue; and

**WHEREAS**, on March 17, 2020, the Governor issued Executive Order N-29-20 ordering that as to individuals currently eligible for benefits under Medi-Cal, CalFresh, CalWORKs, the Cash Assistance Program for Immigrants, the California Food Assistance Program, or In Home Supportive Services benefits, and to the extent necessary to allow such individuals to maintain eligibility for such benefits, any state law, including but not limited to California Code of Regulations, Title 22, section 50189(0) and Welfare and Institutions Code sections 18940 and 11265, that would require redetermination of such benefits is suspended for a period of 90 days from the date of Order N-29-20; and

**WHEREAS**, on March 19, 2020, the Governor issued Executive Order N-33-20 ordering that to protect public health, that all individuals living in the State of California stay home or at their place of residence (“Shelter in Place”) except as needed to maintain continuity of operations of the federal critical infrastructure sectors, as outlined at <https://www.cisa.gov/critical-infrastructure-sectors>; and

**WHEREAS**, on March 21, 2020, the Governor issued Executive Order N-35-20 suspending the Brown Act to the extent that Government Code Section 54952.2 would prevent a local government official from providing updates on emergency response collectively to the entire City Council; suspending any local ordinances, including noise limitations, that restrict, delay or otherwise inhibit the delivery of food products,

Attachment: Resolution Continuing Local Emergency [Revision 2] (3993 : Emergency Operations Resolutions)

pharmaceuticals and other essentials; confirming that retirees working under the working after retirement rules for local governments are also exempt from the time-based limitations referenced in Executive Order N-25-20 Section 7, issued March 12, 2020, if they are hired or retained in employment to ensure adequate staffing to respond to the COVID-19 pandemic; and adding 60 days to the time a government tort claim must be submitted; and

**WHEREAS**, the California Emergency Services Act, as set forth in Government Code Section 8550 et seq., covers the entire range of disaster and emergency powers and responsibilities of local government dealing with any natural or manmade disasters or a state of war; and

**WHEREAS**, the California Emergency Services Act defines the degrees of emergency and the effects of each type of emergency declaration and provides that only the local agency's governing body (City Council) or an official such as the City Manager designated by ordinance whose actions must be ratified within 7 days may declare local emergencies; and

**WHEREAS**, the California Emergency Services Act provides that the City Council must review the need for continuing the emergency declaration at least once every 60 days until the City Council terminates the local emergency and that the City Council must terminate the emergency at the earliest possible day that the conditions warrant.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY FINDS AND ORDERS AS FOLLOWS:**

1. **THAT** pursuant to the California Emergency Services Act, the City Council hereby declares that there remains a need to continue the City Council’s proclamation of the existence of a Local Emergency due to the COVID-19 Virus Pandemic, which endangers the health and welfare of the residents and visitors of the City of Moreno Valley, until such time that the Governor’s State of Emergency is terminated pursuant to Section 8629 of the Government Code by a proclamation of the Governor or a concurrent resolution of the State Legislature, unless terminated earlier by the City Council; and
2. **THAT** pursuant to the California Emergency Services Act, the City Manager/Emergency Services Director or designee shall present to the City Council on or before June 6, 2020, at a duly noticed public meeting, the issue of whether there remains a need to continue the City Council’s proclamation of the existence of a Local Emergency due to the COVID-19 Virus Pandemic, because the conditions and circumstances at that time associated with the COVID-19 Virus Pandemic continue to endanger the health and welfare of the residents and visitors of the City of Moreno Valley.

**APPROVED AND ADOPTED** this 7th day of April, 2020

\_\_\_\_\_  
Mayor of the City of Moreno Valley

ATTEST

APPROVED AS TO FORM

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Interim City Attorney

Resolution No. 2020-  
Date Adopted: April 7, 2020

Attachment: Resolution Continuing Local Emergency [Revision 2] (3993 : Emergency Operations Resolutions)

**RESOLUTION NO. 2020-**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF MORENO VALLEY, CALIFORNIA  
RATIFYING, ADOPTING AND APPROVING  
THE PANDEMIC INFLUENZA PREPAREDNESS PLAN,  
AS AMENDED AND RECOMMENDED  
BY THE CITY DISASTER COUNCIL**

**WHEREAS**, pursuant to California Government Code Section 8630 and Section 2.40.060 “Powers and Duties of the Director and Assistant Director of Emergency Services,” of the City of Moreno Valley Municipal Code, the City Council of the City of Moreno Valley adopted Resolution No. \_\_\_\_\_ proclaiming the existence of a Local Emergency due to the COVID-19 Virus Pandemic, which endangers the health and welfare of the residents and visitors of the City of Moreno Valley; and

**WHEREAS**, on March 4, 2020, the Governor of the State of California proclaimed a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the state prepare for broader spread of COVID-19; and

**WHEREAS**, on March 7, 2020, Riverside County Public Health Officer Dr. Cameron Kaiser declared a Local Health Emergency, citing Riverside County’s first locally acquired case of COVID-19; and

**WHEREAS**, on March 10, 2020, the Riverside County Board of Supervisors ratified the Local Health Emergency and activated the Medical Health Department Operations Center to better coordinate public messaging and planning among community partners as Riverside County officials prepare for the spread of COVID-19; and

**WHEREAS**, on March 11, 2020, the California Department of Public Health issued guidance that in order to protect public health and slow the rate of transmission of COVID-19, large gatherings of 250 people or more at concerts, conferences, and professional, college, and school sporting events should be postponed or canceled for at least the remainder of the month of March 2020 and that smaller gatherings held in venues such as crowded auditoriums, rooms or other venues that do not allow social distancing of six feet per person should be postponed or canceled; and

**WHEREAS**, on March 12, 2020, the Governor of the State of California issued Executive Order N-25-20 providing that all residents are to heed any orders and guidance of state and local public health officials, including but not limited to the imposition of social distancing measures, to control the spread of COVID-19 and that authorized local legislative bodies are permitted to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to attend and to address the local legislative body, during the period in

Attachment: Resolution Re Emergency Plan [Revision 2] (3993 : Emergency Operations Resolutions)



which local public officials impose or recommend measures to promote social distancing, including but not limited to limitations on public events; and

**WHEREAS**, on March 12, 2020, the Riverside County Public Health Officer ordered the cancellation of all events within the jurisdiction of the Public Health Officer of the County of Riverside with an expected attendance of at least 250 individuals taking place between March 12, 2020 and April 30, 2020, regardless of venue; and

**WHEREAS**, on March 13, 2020, the President of the United States of America proclaimed and declared a National Emergency Concerning the Novel Coronavirus Disease (COVID-19) Outbreak and announced that the federal government would make emergency funding available to assist state and local governments in preventing the spread of and addressing the effects of COVID-19; and

**WHEREAS**, on March 16, 2020, the Governor issued Executive Order N-28-20 waiving certain requirements related to residential and commercial evictions and foreclosures to allow local jurisdictions more flexibility to prohibit residential and commercial evictions and foreclosures through May 31, 2020; and

**WHEREAS**, on March 16, 2020, the Riverside County Public Health Officer ordered the prohibition of all gatherings within the jurisdiction of the Public Health Officer of the County of Riverside with an expected presence of at least 10 individuals taking place between March 16, 2020 and April 30, 2020 inclusive, regardless of venue; and

**WHEREAS**, on March 17, 2020, the Governor issued Executive Order N-29-20 ordering that as to individuals currently eligible for benefits under Medi-Cal, CalFresh, CalWORKs, the Cash Assistance Program for Immigrants, the California Food Assistance Program, or In Home Supportive Services benefits, and to the extent necessary to allow such individuals to maintain eligibility for such benefits, any state law, including but not limited to California Code of Regulations, Title 22, section 50189(0) and Welfare and Institutions Code sections 18940 and 11265, that would require redetermination of such benefits is suspended for a period of 90 days from the date of Order N-29-20; and

**WHEREAS**, on March 19, 2020, the Governor issued Executive Order N-33-20 ordering that to protect public health, that all individuals living in the State of California stay home or at their place of residence (“Shelter in Place”) except as needed to maintain continuity of operations of the federal critical infrastructure sectors, as outlined at <https://www.cisa.gov/critical-infrastructure-sectors>; and

**WHEREAS**, on March 21, 2020, the Governor issued Executive Order N-35-20 suspending the Brown Act to the extent that Government Code Section 54952.2 would prevent a local government official from providing updates on emergency response collectively to the entire City Council; suspending any local ordinances, including noise limitations, that restrict, delay or otherwise inhibit the delivery of food products, pharmaceuticals and other essentials; confirming that retirees working under the working after retirement rules for local governments are also exempt from the time-based

Attachment: Resolution Re Emergency Plan [Revision 2] (3993 : Emergency Operations Resolutions)

limitations referenced in Executive Order N-25-20 Section 7, issued March 12, 2020, if they are hired or retained in employment to ensure adequate staffing to respond to the COVID-19 pandemic; and adding 60 days to the time a government tort claim must be submitted; and

**WHEREAS**, pursuant to Section 2.40.030 “Disaster Council Membership” of the Moreno Valley Municipal Code, the City Disaster Council was created consisting of the Mayor serving as the Chair, the City Manager serving as the Director of Emergency Services and Vice Chair, and the Fire Chief serving as Assistant Director of Emergency Services; and

**WHEREAS**, Section 2.40.040 “Disaster Council Powers and Duties” of the Moreno Valley Municipal Code provides that it is the duty of the City Disaster Council, and it is empowered, to develop and recommend for adoption by the City Council and the Director of Emergency Services as appropriate, emergency and mutual aid plans and amendments thereto, and agreements and such ordinances and resolutions and rules and regulations as are necessary to implement such plans and agreements; and

**WHEREAS**, Section 2.40.080 “Emergency Operations Plan,” of the Moreno Valley Municipal Code provides that the City Disaster Council is responsible developing and maintaining the City’s Emergency Operations Plan, which shall provide for the effective mobilization of all of the resources of the City, both public and private, to meet any condition constituting an emergency or a disaster, whether a local emergency, state of emergency or state of war emergency and which shall also provide for the organization, powers and duties, services and staff of the emergency organization; and

**WHEREAS**, on March 17, 2020, the Disaster Council, created pursuant to Section 2.40.040 “Disaster Council Powers and Duties” of the Moreno Valley Municipal Code a City’s Emergency Operations Plan titled “Pandemic Influenza Preparedness Plan” which provides that upon activation, the first and most important goal is to protect the health and safety of employees and people in the community; and

**WHEREAS**, the City Disaster Council hereby recommends that the City Council ratify, adopt and approve Pandemic Influenza Preparedness Plan by resolution.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY FINDS AND ORDERS AS FOLLOWS:**

1. **THAT** the attached Pandemic Influenza Preparedness Plan, as amended, is hereby ratified, adopted and approved and shall be activated and implemented retroactively commencing March 18, 2020; and
2. **THAT** the attached Pandemic Influenza Preparedness Plan, as amended, shall remain in effect through April 15, 2020, or until the Governor’s State of Emergency is terminated pursuant to Section 8629 of the Government Code by a proclamation

Attachment: Resolution Re Emergency Plan [Revision 2] (3993 : Emergency Operations Resolutions)

of the Governor or a concurrent resolution of the State Legislature, whichever occurs latest; and

**THAT** notwithstanding the above, the City Disaster Council may subsequently amend, extend or terminate the attached Pandemic Influenza Preparedness Plan, subject to ratification, adoption and approval by the City Council

**APPROVED AND ADOPTED** this 7th day of April, 2020

\_\_\_\_\_  
Mayor of the City of Moreno Valley

ATTEST

APPROVED AS TO FORM

\_\_\_\_\_  
City Clerk

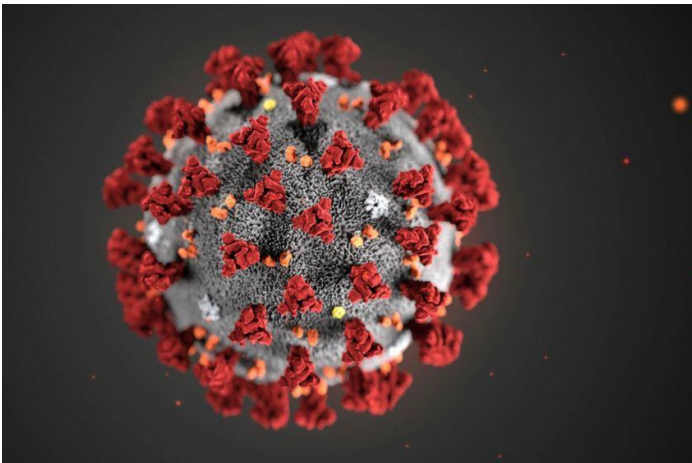
\_\_\_\_\_  
Interim City Attorney

Resolution No. 2020-  
Date Adopted: April 7, 2020

Attachment: Resolution Re Emergency Plan [Revision 2] (3993 : Emergency Operations Resolutions)

**ATTACHMENT**  
**PANDEMIC INFLUENZA PREPAREDNESS PLAN**  
\_\_\_\_\_, 2020

Attachment: Resolution Re Emergency Plan [Revision 2] (3993 : Emergency Operations Resolutions)



# PANDEMIC INFLUENZA

Preparedness Plan 2020  
Updated 3/31/2020



“Pandemics are global in nature, but their impact is local. When the next pandemic strikes, as it surely will, it is likely to touch the lives of every individual, family, and community. Our task is to make sure that when this happens, we will be a Nation prepared.” -

Michael O. Leavitt, Former Secretary U.S.  
Department of Health and Human Services

City of Moreno Valley  
Office Of Emergency Management

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## INTRODUCTION AND DISCLOSURE

Influenza pandemics are unpredictable but recurring events that can have consequences on human health and economic well-being worldwide. Advance planning and preparedness are critical to help mitigate the impact of a pandemic.

History has shown that such pandemics do occur periodically. Prudence therefore dictates that the City of Moreno Valley achieves a level of preparedness that ensures, at a minimum, the maintenance of essential services during times in which widespread disease affects the health care system, the broader economy, and society as a whole.

This Preparedness Plan is an evolving document which may be modified from time to time, as new information or scientific data becomes available. City will continue to apply its best efforts to inform and protect its employees and the community, however, as in every instance common sense should govern and each individual is responsible for taking all reasonable measures to protect themselves and not to infect others.

## OBJECTIVES

In response to the threat of an influenza pandemic, the City of Moreno Valley has prepared this plan to meet the following objectives:

1. Establish departmental service continuity plans in the event of pandemic influenza to insure delivery of basic city services.
2. Mitigate the spread of seasonal influenza and pandemic influenza among employees.
3. Assist employees and their families in managing personal and/or family illnesses during a pandemic influenza outbreak.

## WHAT IS A PANDEMIC?

A pandemic is a disease outbreak that occurs over a wide geographic area and affects a high proportion of the population. An influenza pandemic is expected to affect the entire world over a period of 12-18 months.

### **Pandemic vs. Seasonal Influenza -**

Pandemic influenza is quite different from the seasonal influenza that occurs annually in the northern and southern hemispheres during the winter months.

### **Seasonal Influenza –**

The influenza virus is continually changing. Small changes known as genetic drift occur and result in slightly different strains of influenza virus each winter. That is why the population suffers seasonal flu annually – people have limited residual immunity to the new, slightly different version of flu even if they had an influenza infection the year before. Seasonal influenza is a serious infection that kills over 36,000 people in the US annually. People who are very young or very old are the most at risk.

### **Pandemic Influenza –**

A pandemic is triggered when the human population is exposed to a Novel influenza virus to which it has virtually no immunity. Pandemic influenza can be a much more serious illness, with much higher death rates, than seasonal influenza. Especially important is the fact that young, healthy people can be seriously affected.

An episode of pandemic influenza is the viral equivalent of a perfect storm. Three essential conditions must be met for an outbreak of pandemic influenza to begin. Fortunately, they rarely converge; unfortunately, they are impossible to predict.

1. A new flu virus must emerge from the animal reservoirs that have produced and harbored such viruses - one that has never infected human beings and therefore one for which no person has developed antibodies.

- 2. The virus has to make humans sick (most do not).
- 3. It must be able to spread efficiently, through coughing, sneezing, or a handshake, or through contaminated media such as doorknobs.

**What are Coronaviruses?**

Coronavirus is a common family of viruses named for its appearance of having a crown (corona in Latin means "crown"). The crown is composed of a protein, called the spike protein, that sticks out from the virus's surface.

There are different types of coronaviruses, and while the majority typically cause mild cold symptoms (e.g., runny nose or sore throat), more dangerous types, like the coronaviruses that cause Middle East respiratory syndrome (MERS) or Severe Acute Respiratory Syndrome (SARS), may cause more severe disease, including pneumonia, and even death.

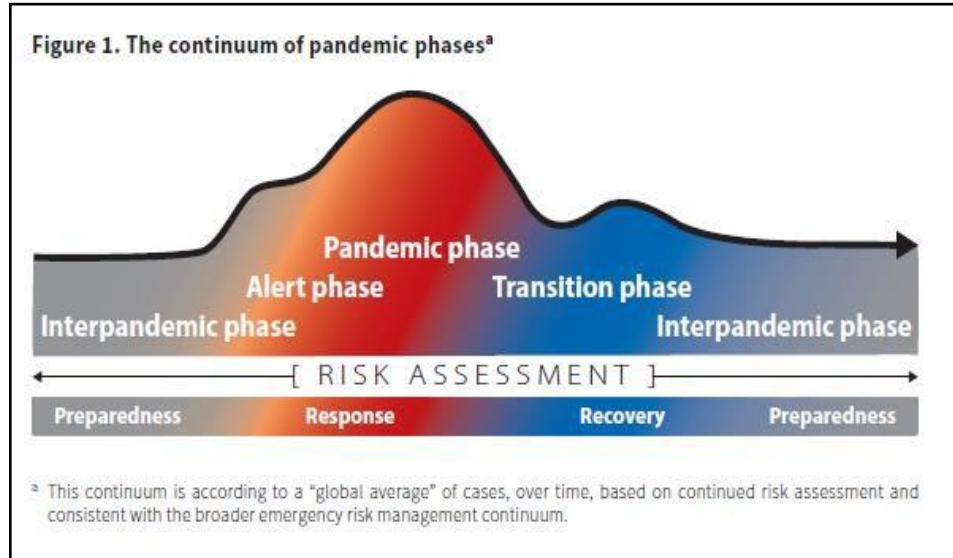
Coronaviruses can spread from person to person by the following forms of contact:

- Droplets (after someone who has the virus coughs or sneezes)
- Touch (e.g., shaking hands with an infected person or touching an object that contains the virus and then touching your mouth, eyes, or nose prior to washing your hands)
- Feces (fecal-oral spread from infected patients; rare)

It is impossible to tell the difference between coronavirus infections and other illnesses based on symptoms alone. While doctors need to take a careful history and perform a physical exam, laboratory tests are needed to accurately diagnose coronavirus infections.

**WORLD HEALTH ORGANIZATION (WHO) PANDEMIC PHASES**

The World Health Organization (WHO) has developed a global influenza preparedness plan that includes a classification system for guiding planning and response activities for an influenza pandemic.



Source: W.H.O website

Figure one shows the World Health Organization’s “Continuum of Pandemic Phases,” displayed as a distribution curve of the hypothetical global average of pandemic cases over time based on a continued pandemic risk assessment. From left to right, the curve shows the increase and decrease of the global average of pandemic cases across four phases of the pandemic continuum. The four phases include “interpandemic,” “alert,” “pandemic,” and “transition.” The phases in the continuum also overlap with the stages of the pandemic risk assessment. From left to right, the three stages of the risk assessment include “preparedness,” “response,” and “recovery.” Starting at the far left of the continuum, the global average of cases is lowest during

the “interpandemic” phase, which is during the “preparedness” risk assessment stage. The global average of cases greatly increases through the “alert” and “pandemic” phases, with the greatest global average of cases occurring in the “pandemic” phase. These two phases overlap with the “response” stage of the risk assessment. The global average of cases greatly decreases moving into the “transition” phase, which overlaps with the “recovery” stage of the risk assessment.

The figure shows a slight increase of the global average of cases during the “transition” phase, indicating a possible second wave of pandemic cases. The global average of cases decreases until it levels out to the original global average of cases, returning to the “interpandemic” phase, which overlaps with the “preparedness” risk assessment stage.

### **Recommended actions before, during and after a pandemic -**

Recommended actions to be taken by WHO and national authorities are organized into the five basic components of preparedness and response:

- 1. Planning and coordination**
- 2. Situation monitoring and assessment**
- 3. Reducing the spread of disease**
- 4. Continuity of health care provision**
- 5. Communications**

Actions during the post-peak period focus on addressing the health and social impact of the pandemic as well as preparation for a possible future pandemic wave(s). The focus of the post-pandemic period is restoration of normal health and social functions while addressing the long-term health and social impact of the pandemic. Effectively meeting the challenges of the next influenza pandemic will require robust and extraordinary advance planning on the part of WHO and countries worldwide.

### **WHY PREPARE?**

Management of an outbreak, including a considerable medical and public health component, has been the primary focus of the pandemic planning at the national and state levels. However, maintaining operations during an outbreak is rapidly becoming an equal concern because of the impact that the disease will have on economic, social, and political aspects of our nation’s day-to-day routine.

State and local officials must address not just the immediate outbreak of influenza, but also the interpandemic phase and the possibility that the worst effects may occur in a second or third wave. Based on a historic review of pandemic episodes, it is likely that the initial pandemic episode (or wave) will last 8-12 weeks. It will be followed by a second and possibly even a third wave of disease that will occur 8-12 weeks after the initial wave of the disease has passed.

After a pandemic wave is over, it can be expected that many people will have lost friends or relatives, suffer from fatigue, or have financial losses as a result of the interruption of business. State and local authorities will need to address these concerns while also preparing to respond to the next phase or wave of disease.

A key priority will be ensuring that City operations continue. Each department must develop a list of service priorities and then develop plans for meeting those priorities. Each Department’s Standard Operating Procedures SOP’s and Continuity of Operations should incorporate such plans.

Managing in the pandemic focusing on maintaining continuity of operations with considerable loss of staff, depleted resources, a struggling economy, and a nervous public will be a considerable challenge to leadership.

*PLANNING INCREASES THE LIKELIHOOD THAT THE CITY OF MORENO VALLEY WILL BE*

## ABLE TO CONTINUE SERVICE OPERATIONS DURING A GLOBAL HEALTH CRISIS.

### ASSUMPTIONS

A pandemic flu is unlike any crisis we have encountered. No one can predict when it might arrive, where it might strike, how long it might last, and how serious its impacts might be. Prudence requires that we assume and plan for a worst-case scenario. Accordingly, the City of Moreno Valley's Pandemic Influenza Preparedness Plan is based on the following assumptions:

- As many as 30 to 40 percent of the City's employees could become ill at the pandemic's peak; another 5 percent may refuse to report to work, either because they fear becoming ill or because they are caring for afflicted family members.
- The government will not be able to perform all functions and provide all services at full capacity throughout the pandemic.
- Any City office may be closed because of staffing shortages or because of a limited community quarantine.
- An indeterminate number of people in the community will be unable to reach City offices to conduct normal business activities.
- Confusion within the community and demand for information could overwhelm our existing communications systems.
- Expect that vendors will be unable to provide services or deliver supplies.
- Travel will be restricted for some periods of time within and outside the community.
- Pandemic-related financial impacts, possible community-wide stress, and enhanced opportunities will increase security risks.
- The pandemic will cause a serious economic downturn, the scope and duration of which are impossible to predict.
- Healthcare system will be impacted during pandemics due to "illness, deaths, and fear-driven absenteeism"; US federal estimates that at the height of an influenza pandemic, 40 percent of health care workers can be expected to be absent due to competing caregiving needs, illness, fear of contracting disease, and other reasons.
- Expect there to be disruptions to supply or shortages of critical medical products in the U.S. Also, an increased market demand and supply challenges for personal protective equipment (PPE) products.

### HYGIENE, INFECTION CONTROL, AND RISK REDUCTION

#### Background –

Good hygiene practices and other non-pharmaceutical interventions- NPI will be the principal methods used to protect against, or at least delay, infection during an influenza pandemic. Delaying infection is most important in the very likely event that antiviral drugs are scarce, and prior to the availability of a vaccine against the pandemic strain of influenza.

#### Infectivity –

It is not known which virus will cause the next influenza pandemic and it is not possible to fully predict how the pandemic virus will behave. The pandemic virus may have an infectivity period similar to current human influenza viruses, as described below. Alternatively, pandemic flu may cause prolonged viral shedding since humans will have no immunity to this new strain. Persons infected with seasonal human influenza are infectious for one day before they show symptoms. Adults remain infectious for up to five days, and children up to seven days, after the onset of the illness. Infants, young children and immuno-compromised people may be infectious for even longer.

#### Transmission of the influenza virus –

In the case of ordinary human influenza, people contract the disease when the virus spreads from an infected individual's oropharyngeal secretions (saliva, sputum and nasal secretions) to the oral, nasal and possibly conjunctival mucous membranes of an uninfected person. Human influenza can be transmitted through both "direct" and "indirect" transmission:

Direct transmission occurs when the virus is transmitted by direct contact with the infected person (e.g. coughs, sneezes).

Indirect transmission occurs when the virus contaminates an intermediate object (e.g. a door knob or computer keyboard) and the virus is transmitted to someone who comes into contact with the object.

The influenza virus can survive on hard, non-porous surfaces for 24-48 hours; on cloth, paper and tissue for 8-12 hours; and on hands for 5 minutes. A person infected with influenza virus can produce larger "droplets" or smaller "droplet nuclei." Both can transmit the virus. In droplet transmission, an infected person generates larger virus-containing droplets (>5 microns), usually by coughing or sneezing. Because of their size, these are propelled less than one meter through the air and do not remain airborne. Droplet transmission is, in general, the major form of transmission of influenza virus. In droplet nuclei (airborne) transmission, the disease is passed in small virus-containing droplets (<5 microns). These can remain suspended in the air and then be inhaled by an uninfected person. The small droplets are widely dispersed by air currents, and so can be inhaled by people who are some distance away. Special ventilation and air-handling procedures are required to clear the air of droplet nuclei.

It is widely believed that influenza principally spreads via large droplets. However, airborne transmission of influenza may occur. Airborne transmission is probably a more important consideration when large groups of people are contained in confined spaces for prolonged periods of time. It is unknown whether a pandemic virus will be readily transmitted between persons via the airborne route.

#### **Different responses for different pandemic phases –**

The routes of influenza transmission are not expected to change as the pandemic changes phases. However, once the virus causing the pandemic has been studied, the emphasis on different types of hygiene practices may change. The response will be guided by the behavior of the virus as the following characteristics become known:

- Pathogenicity (the ability of the virus to cause disease)
- Principal mode of transmission
- Age group most affected
- Duration of virus shedding
- Virus's susceptibility to antiviral drugs
- Availability of vaccine
- Pre-existing medical conditions

Increased personal hygiene and the use of personal protective equipment (PPE) are likely to be important to limit the spread of the virus. PPE is mainly used in the healthcare environment. During the "Pandemic Period", the virus will be ubiquitous in the general community and, taking into account its likely highly infectious properties, virtually all members of the community will be exposed to a degree. In that situation, the importance and relevance of PPE will probably diminish.

#### **Hygiene and Disinfection –**

The aim of these activities is to prevent transmission of the virus from infected to non-infected

persons. Hand washing is a vital hygiene practice. Its importance during the pandemic alert period and throughout the active pandemic phase cannot be overemphasized. As pandemic phases progress, the general community should be encouraged to wash their hands and perform household disinfection on potentially contaminated surfaces far more frequently.

## **PREVENTING FLU SPREAD AT WORKSITE**

### **Promoting respiratory hygiene/cough etiquette –**

The City of Moreno Valley will promote hygiene and cough etiquette through a variety of methods to help reduce the spread of the flu virus at the worksite. Though respiratory hygiene and cough etiquette are simple concepts, during a pandemic they become a vital defense to a potentially dangerous outbreak. Preventative tools such as hand sanitizer, hand soap and tissues may be available at each work site for employees to practice proper cough and hygiene etiquette. Customers coming into a department may be asked to wear a mask if they are symptomatic (i.e. coughing, sneezing) in the building. Simple hygiene will be the most important; cover your mouth when coughing or sneezing, wash your hands immediately thereafter. Don't be afraid to remind co-workers to do the same. Additionally, all employees should avoid close contact. Use the telephone or e-mail to communicate whenever possible.

Also, the City will make efforts to:

- Disseminate information on the flu virus and how it is spread
- Disseminate information to employees on proper hygiene methods and other behavior activities and/or restrictions that will reduce the risk of spreading the flu virus among the workforce
- Post educational posters to remind people of proper cough etiquette, hand washing, and other behaviors that will reduce risk of infection
- Place any employee exposed or suspected of exposure on immediate mandatory sick leave.

### **Hand Washing –**

As indirect transmission (e.g. from hand-to-hand, or hand to contaminated object and then contaminated object to hand) is the main way in which influenza is passed from person to person; educational programs should reiterate the need for routine and frequent hand washing.

The influenza virus is relatively easy to destroy. Washing with plain soap or alcohol or other antiseptic-based hand wash products eliminates the virus. It is important to wash hands even if protective gloves have been worn. Gloves are not a substitute for hand washing.

### **Follow Five Steps to Wash Your Hands the Right Way**

Washing your hands is one of the most effective ways to prevent the spread of germs. Clean hands can stop germs from spreading from one person to another. Follow these five steps every time:

1. **Wet** your hands with clean, running water (warm or cold), turn off the tap, and apply soap.
2. **Lather** your hands by rubbing them together with the soap. Lather the backs of your hands, between your fingers, and under your nails.
3. **Scrub** your hands for at least 20 seconds. Need a timer? Hum the “Happy Birthday” song from beginning to end twice.
4. **Rinse** your hands well under clean, running water.
5. **Dry** your hands using a clean towel or air dry them.

## **EMPLOYEES EXPOSED OR SUSPECTED OF EXPOSURE**

### **Infection control response –**

Employees should be conscious of their own health. If you experience any flu like symptoms,

stay home. If you experience such symptoms at work, go home. In the event an employee believes himself to be experiencing flu symptoms, a supervisor should be notified, the employee's absence will be noted and the employee may be required to see his/her personal physician prior to returning to the workplace.

## **GUIDELINES TO MODIFY FREQUENCY AND TYPE OF FACE-TO-FACE CONTACT AMONG EMPLOYEES AND BETWEEN EMPLOYEES AND CUSTOMERS**

### **Hand-shaking, seating in meetings, office layout, shared workstations**

**Face-to-Face:** In face-to-face meetings, individuals should limit face-to-face contact. Employees should practice staying about six (6) feet from each other. This also helps to resist the temptation of shaking hands.

**Hand-Shaking:** Employees should stop shaking hands with each other and customers if there is a pandemic influenza outbreak to help reduce the spread of the disease. If employees find themselves shaking hands they then should ensure they establish an aggressive amount of hand hygiene.

**Hand Hygiene:** Hand hygiene is an important step in preventing the spread of infectious diseases, including influenza. Hand hygiene can be performed with soap and warm water or by using waterless alcohol-based hand sanitizers. Transmission of influenza can occur by indirect contact from hands and articles freshly soiled with discharges of the nose and throat of an acutely ill individual. By frequently washing your hands you wash away germs that you have picked up from other people, or from contaminated surfaces, or from animals and animal waste. The influenza virus is readily inactivated by soap and water. Antibacterial hand wash products are not required because routine products, along with proper hand washing procedures, will inactivate the influenza virus.

Waterless alcohol-based hand sanitizers can be used as an alternative to hand-washing and are especially useful when access to sinks or warm running water is limited. Placing alcohol-based hand sanitizers at the entrance of facilities is useful in preventing transmission of infectious diseases.

### **Use Hand Sanitizer When You Can't Use Soap and Water**

You can use an alcohol-based hand sanitizer that contains at least 60% alcohol if soap and water are not available.

Washing hands with soap and water is the best way to get rid of germs in most situations. If soap and water are not readily available, you can use an alcohol-based hand sanitizer that contains at least 60% alcohol. You can tell if the sanitizer contains at least 60% alcohol by looking at the product label.

Sanitizers can quickly reduce the number of germs on hands in many situations. However,

- Sanitizers do not get rid of all types of germs.
- Hand sanitizers may not be as effective when hands are visibly dirty or greasy.
- Hand sanitizers might not remove harmful chemicals from hands like pesticides and heavy metals.

### **How to use hand sanitizer:**

- Apply the gel product to the palm of one hand (read the label to learn the correct amount).
- Rub your hands together.
- Rub the gel over all the surfaces of your hands and fingers until your hands are dry. This should take around 20 seconds.
- Wash hands with soap and water as soon as possible.

**Meetings:** Employees should limit face-to-face meetings. They should suspend meetings

when the same information can be accomplished with a conference call, video conferencing, e-mails, or social medias. If, however, a face-to-face meeting is necessary, following the rules listed below may help ensure transmission of the virus is limited or nonexistent:

- Prop open the door to keep attendees from all touching this door.
- Spread out as much as possible and no hand shaking.
- Minimize the time of the meeting.
- Meet in a larger room.
- Insist that all individuals wash hands after leaving the meeting.

**Increase Social Distancing:** Social distancing means minimizing human-to human contact in peak phases of pandemic influenza. Contacts are those persons who have had close (one yard or less) physical or confined airspace contact with an infected person within four days of that person developing symptoms. These are likely to include family members and/or other living companions, workmates (if in confined airspace environments) and possibly recreational companions.

Employees will probably elect not to circulate in crowded places and large gatherings of people during pandemic influenza. The City of Moreno Valley's strategy is to encourage the use of technologies to facilitate social distancing by using communications networks, remote access and web access to maintain distance among employees and between employees and customers.

## **INFECTION CONTROL SUPPLIES**

### **Hand-hygiene products, tissues, disposal receptacles –**

The City will identify the products or supplies needed, the sources from which to obtain them, and work to maintain an inventory of those items, such as hand sanitizer, tissue paper, masks, and other personal protective equipment items for use by employees if needed in their work area. The primary inventory of items will be maintained by the facilities. Any indication of an increase threat level will result in an automatic audit and review of inventory levels, available supplies and a determination will be made if any increase of inventory of products is necessary.

### **Availability of medical consultation and advice –**

The City will use a combination of sources for medical consultation and advice, including the Center for Disease Control (CDC) information (web based and other formats), the Riverside County Department of Public Health, and the City of Moreno Valley designated occupational physicians. An increase in the threat alert level would trigger a review to determine if medical consultation is necessary.

## **ESSENTIAL SERVICES AND OPERATIONS CONTINUITY**

### **INTRODUCTION**

City services have the best chance of continuing effectively during a pandemic if the City pre-plans what minimum personnel and materials are required to provide core services. Departments look at scenarios like; What might happen if our workforce was reduced by 30 to 40 percent? What services would have to be reduced or eliminated? What are each department's top service priorities? Who are the critical essential employees needed to continue priority services? Who would/could replace an employee absent due to personal or family member's illness? Which employees would be able to work from remote locations?



### **Preparation Process –**

Each department will address the above questions and then develop various service reduction scenarios. They also will identify essential employees and other critical inputs needed for core services. They will identify a potential ancillary work force. Finally, the City will examine its existing remote work-site technology and what enhancements would be necessary to expand and improve our capability. The following outlines the plans to meet those needs.

### **Ancillary Workforce**

- **Employees in other job titles** – Each department will identify current employees with transferable skills.
- **Contractors** – Each department will identify possible options to contract for employees.
- **Retirees** – Each department will identify former employees that may be able to work during a pandemic event.

## **IDENTIFICATION OF ESSENTIAL EMPLOYEES AND OTHER CRITICAL INPUTS**

### **Essential employees –**

Each department will identify their essential employees in relation to prioritized services.

### **Materials, suppliers, sub-contractor services/supplies –**

Each department will identify their critical materials and suppliers.

### **Technology Services –**

Recognizing that Technology Services (TS) is a critical function on which other critical functions rely, the City of Moreno Valley will instruct the TS Manager to ensure the availability of at least one back-up employee for each TS staff member performing critical functions. The TS Manager is to achieve that back-up support through cross-training, if possible, or through the hiring of contract personnel, if necessary.

Additionally, the TS Manager, in conjunction with the pandemic planning committee, will review the pandemic response plan of the City of Moreno Valley's critical systems and determine the appropriate steps to be documented to ensure the ability to provide essential services to the City of Moreno Valley. Those steps include back-up support from hardware and software vendors who could provide remote support for TS functions for the City if the primary staff are unable to do so. Computer and Data Security to strengthen our computer and data security measures and address the vulnerabilities a pandemic would create; the City of Moreno Valley will take the following steps:

- TS Division will assess the need for back-up for all its essential equipment.
- TS Division will review all existing security programs to ensure their effectiveness and to enhance those programs, as needed, to cope with the heightened security risks anticipated in an influenza pandemic.

## ENHANCEMENT OF REMOTE COMMUNICATION CAPABILITY

### Technology supporting employee telecommuting –

A needs assessment for remote technology capabilities should be made for each employee identified by their department as essential employees. Those needing access to the city's network will be instructed on proper use of the Virtual Private Network (VPN) for access to the network. Reviewing, signing and obtaining approval in advance to access the City network remotely will greatly reduce the time necessary to actually access the network remotely. Please see the Remote Access Administrative Procedure.

## ADMINISTRATION AND HUMAN RESOURCES

### INTRODUCTION

Before, during, and after a pandemic influenza outbreak occurs the City of Moreno Valley will need to implement special policies and practices to effectively manage city operations. Once a pandemic has started there will be no time for planning and consulting. The workplace will be in response/reaction mode. To that end, the City of Moreno Valley has assembled this plan with specific components to address the most likely circumstances occurring in the event of a pandemic. Since it is impossible to address all scenarios that could occur this plan is designed to act as a template for the City of Moreno Valley organization in the event a pandemic event happens. Of course, there will be local, state and federal mandates to follow in the event of an actual emergency and we will maintain communications with the appropriate agencies such that all employees will be properly informed. The City will also need to look at the financial impacts of a pandemic influenza background to insure basic city services can continue.

## PANDEMIC INFLUENZA PLANNING AND RESPONSE

### Trigger Events –

The following events should be considered trigger events for implementation of all or portions of this plan:

1. The United States Federal Government through their official agencies issues a pandemic declaration for the United States, and
2. The State of California through the Office of the Governor or other official State Office issues a pandemic declaration for the State, and/or
3. The Mayor of the City of Moreno Valley or his /her designee declares a pandemic emergency for the City of Moreno Valley, and/or
4. Directive of the Riverside County Department of Public Health to implement a response plan, and/or
5. Irrefutable evidence that an outbreak has occurred within the City of Moreno Valley, and/or
6. Excessive employee absenteeism, whether pandemic-induced or not, that results in the City of Moreno Valley being in jeopardy of experiencing pandemic related operations crises.
7. Confirmation of employee exposure to flu contagions.

### Plan Activation –

Once a flu pandemic crisis is imminent or has occurred, the City will determine the need to implement elements of the plan.

### Personnel and Community Safety –

Upon activation of this plan, the first and most important goal is to protect the health and safety of employees and people in the community. If the City determines that “normal” operations or altered operations can be maintained at any office, maximum efforts should be made to eliminate

or minimize any potential for infection or other danger to employees or people in the community.

### **Flu Crisis Assessment –**

Upon activation of a flu crisis, the City will;

- Make an initial risk determination to define the extent of the crisis and what portions of the program need to be implemented based on that analysis.
- Contact other government officials, community leaders, regional partners, or other resources as necessary to accomplish the objectives of this plan.
- Meet on a scheduled or as-needed basis on at least a daily basis, either in person or by telephone, to continually assess the severity of the crisis, the efficacy of the City of Moreno Valley's response and California State governmental responses, and whether any changes need to be made to implement additional elements of the plan.

### **SPECIAL ADMINISTRATIVE POLICIES DURING PANDEMIC**

The City of Moreno Valley may implement special administrative policies during a declared pandemic influenza to meet the unique needs of employees and customers caused by a pandemic influenza. These policies will be in effect when an official pandemic has been declared.

#### **Vacation Leave -**

During the time of a declared emergency, management will have the authority to rescind previously approved leave hours and will also have the authority to deny any future leave request during the emergency. Management shall consider the employee's ability to cancel such travel while not incurring a financial loss before any such modification to leave request are made.

For those employees, which their leave hours will exceed the individual caps or limits, these hours shall continue to accrue during an emergency and will be cashed out by the City in a reasonable time following the resolution of the emergency. The determination of leave time allowed and leave accrual paid out shall ultimately be at the City Managers discretion.

#### **Compensation –**

Though the City of Moreno Valley intends to continue complying with all local, state and federal mandates, including applicable collective bargaining agreements during any pandemic event. During a pandemic the City will require that all employees receive their salary and wages through direct payroll deposit.

#### **Staffing –**

As all City employees are considered disaster service workers and required to report for duty as requested and to minimize economic impacts to employees and to provide necessary staffing resources, during an emergency all Temporary, Part-Time, and Full-Time Employees shall continue to report for work during their previously approved hours, as if an emergency had not occurred. Employees shall continue to be available and may be requested to appear at alternate facilities to assist as needed during the pandemic. These employees may continue to receive pay based on their typically scheduled Regular hours as if the unanticipated closures had not occurred for a period of up to 60 days. Employees shall continue to be available during any hours being paid and may be requested to appear at alternate facilities to assist as needed during the pandemic. Employees shall continue to submit timecards with hours coded to the proper event code and such hours are subject to review and approval by management. The final determination of eligible pay shall ultimately be at the City Managers discretion.

#### **School Closures: -**

For employees which their working hours are directly correlated with the Moreno Valley Unified School District and the Val Verde School District (e.g. Crossing Guards and A Childs Place), if the school districts are closed due to the pandemic, these employees may continue to receive pay based on their typically scheduled Regular hours as if the unanticipated closures had not occurred for a period of up to 60 days. Employees shall continue to be available during any

hours being paid and may be requested to appear at alternate facilities to assist as needed during the pandemic. Employees shall not be eligible for overtime hours not worked or for pay related to previously planned school holidays and closures. Employees shall continue to submit timecards with hours coded to the proper event code and such hours are subject to review and approval by management. The final determination of eligible pay shall ultimately be at the City Managers discretion.

### **Sick Leave –**

During a declared influenza pandemic, the following sick leave policy will replace all other policies in the City of Moreno Valley:

- A. Pandemic Sick Leave (PSL). Full time employees may be provided up to seventy six (76) hours of sick leave, part-time or temporary workers may receive proportional hours based on average hours worked over the past three months, in addition to any days already earned as regular sick time. (e.g. an employee averaging 20 hours per pay period may be eligible for up to 38 hours PSL).
- B. In order to be eligible for the PSL days, the employee must have been employed for not less than three (3) months prior to the request for the PSL days and must have utilized all other eligible leave prior to the PSL request.
- C. An eligible event, as the term is used herein, refers to: The employee's medical diagnosis of Pandemic flu/influenza, the diagnosis of the employee's spouse, child(ren) or other member of the employee's household with Pandemic flu/influenza.
- D. Any request for PSL hours must be made in writing, accompanied by a physician's statement that such time off was necessary for the recovery of the employee or the employee's immediate family or household member. Said request must be directed to Human Resources and the City Manager. The City Manager (or his/her designee) shall make all final decisions regarding the offer of PSL hours and any such decision shall not be subject to the grievance procedure.
- E. Any PSL hours shall be treated the same as a non-PSL sick hour for purposes of pay and accumulation. Although such hours shall be tracked for reimbursement purposes, if eligible from available emergency funds.

The City shall continue to monitor any State or Federal regulations which may impact sick leave and this portion of the plan may be modified as needed to remain compliant.

### **Grandfathered Leave –**

For those employees which have accrued Grandfathered Leave, these leave hours will be available once all accrued leave and holiday hours have been expended fully.

### **Return to work after illness –**

No employee shall return to work after a diagnosis of the Pandemic flu until the employee has submitted to a full examination by a medical professional of his/her choice and has received a written statement from said professional attesting to the employee's ability to safely return to work. In the event the employee fails to provide such a statement upon his/her return, that employee's immediate supervisor shall send the employee home to secure such a statement with directions that the employee will not be allowed to return to work without the statement.

### **Prevention at worksite –**

All employees are expected to be responsible for their own health. It is important that employees be aware of safety and prevention practices while at work. These include avoiding close contact when unnecessary, washing hands often, covering the nose and mouth when sneezing and/or coughing and washing hands immediately thereafter. Additionally, masks and hand sanitizers may be available in municipal facilities. Employees are directed to utilize these products during the workday, to remind colleagues to utilize same and to notify citizens, customers and vendors coming into the workplace to do the same. If an employee suspects that he or she may be experiencing flu-like symptoms, the employee shall notify his immediate supervisor and go home.

If the employee is unable to make contact with the supervisor, notify a coworker and contact the supervisor as soon thereafter as is practicable. The employee's absence will be noted and if applicable, the policy regarding leave will be followed.

**Employees who have been exposed to pandemic influenza, suspected to be ill, or becomes ill at the worksite –**

Any employee that has been exposed to the pandemic flu or other influenza virus must consult his/her personal physician or other medical professional of the employee's choice as soon as possible. The employee must notify his/her immediate supervisor of the exposure and leave the workplace. In the event the exposure happens outside the workplace or before arriving at work, the employee must make contact with his/her immediate supervisor to make the supervisor aware of the employee's condition. The supervisor must note the absence, apply the PSL procedure if appropriate and inform the employee of his/her responsibility to secure a doctor's statement regarding his/her ability to safely return to the workplace before being allowed to so return. The supervisor or manager should notify Human Resource personnel upon receipt of the employee communication.

If it is necessary due to internal or external spread of the disease, Personal Protective Equipment may be distributed to employees to be worn in the work setting. Social distancing strategies will also be implemented to reduce the frequency of contact between personnel, including but are not limited to:

- Avoiding face-to-face meetings by using telephone, video conferencing, web meetings, e-mail, even when co-workers are in the same facility. If people must meet, they should wear masks and should remain at approximately six (6) feet from each other.
- Avoiding or eliminating travel to other businesses, meetings, work-related social gatherings, conferences, and workshops.
- If employees must travel, they should wear a mask while on the airplane and in other public areas.
- Wherever possible, for City facilities operating multiple shifts, provide an interval time between shifts to ventilate the facility and minimize face-to-face contact
- For those individuals with cell phones and computers, increasing work from home, as approved by and under supervisory direction.
- Avoiding public transportation.
- Avoiding communal lunch periods (bring lunch from home to avoid restaurants), communal coffee breaks, and communal smoke breaks.
- Use basic hygiene tools, such as washing hands numerous times per day. If it is not possible to do so, use a hand sanitizer.

**Travel restrictions –**

During a declared pandemic influenza, the following travel policy will be instituted:

- A. Upon the announcement of the Governor of the State of California, the California Department of Public Health or other federal/state department of health or policy that the state is subject to a pandemic influenza outbreak, all duty related travel shall immediately be suspended.
- B. If travel is imminent due to the dates of any conference or other meeting and all travel arrangements have been made without the availability of refund, the City Manager may decide to allow the employee to take the prearranged trip with a doctor's statement indicating an absence of any Pandemic flu virus.
- C. In order for any duty related travel to be considered "imminent" said travel dates must be less than ten (10) days hence at the time the pandemic announcement is made.
- D. If an announcement of a pandemic influenza outbreak is made by the Mayor of the City of Moreno Valley or his/her designee, the same travel ban as previously stated will be in place.

- E. If an employee lives in a community that is subject to a pandemic announcement by its local government, health department or other responsible entity or is otherwise quarantined due to such an outbreak, the employee shall make his/her department head aware of such announcement as soon as the employee is made aware of same. Any employee so affected shall refrain from travel to and from the workplace until such time as any announcement or quarantine is lifted and the employee is in receipt of a physician's statement indicating the absence of any Pandemic flu virus.

## **TELECOMMUTING AND FLEXIBLE WORK SCHEDULE TELECOMMUTING POLICY**

### **Purpose:**

The purpose of this policy is to establish procedures for City Employees that requested or are required to participate in a Flexible Worksite or Telecommuting program during a declared pandemic.

### **Definition:**

Telecommuting is defined as a work arrangement whereby selected City employees are allowed to perform the normal duties and responsibilities of their position, through the use of computers or other telecommunications, at home or another place apart from the employees' usual place of work. Telecommuting can be full-time or part-time and the employee is expected to report to the official work site on a scheduled basis.

### **Policy Statements:**

Participation in telecommuting during a pandemic may be mutually agreed to by the employee and their department director. The employee's position must be identified as telecommuting capable. The City may, however, require an employee to telecommute in order to reduce the risk of spreading the flu virus at the worksite. This would be determined on a case by case basis as work site conditions and the health status of an employee warrants.

- As delegated by the City Manager, the City of Moreno Valley shall identify job classes and positions considered appropriate for telecommuting. Requests will be considered on an individual basis to determine if the position description meets the requisite job functions and duties necessary to allow for telecommuting.
- A Telecommuting Agreement or contract must be signed by the telecommuter, their department director and the City Manager prior to beginning the program.
- Exceptions may be made to facilitate emergency situations under the pandemic event as determined by the department director.
- Telecommuters may elect to cease their participation in the program at any time, unless, due to the pandemic, they are required to work in the program due to illness or other worksite separation needs. These will be determined by the employee's department director. The department director may cancel the agreement at any time and effective immediately when it is determined that continuation would not be productive, efficient or otherwise not in the best interest of the department.
- Telecommuters will be compensated for all pay, leave, and overtime and travel entitlement as if duties were being performed at the City work location. Overtime shall not be worked unless authorized in advance in writing by the department director.
- Telecommuters are subject to the same rules and procedures as other employees and are covered by worker's compensation when performing official work duties at the alternate work site.
- Telecommuters shall verify in writing that their home provides work space that is free of safety and fire hazards and shall agree that the City of Moreno Valley will be held harmless against any and all claims, excluding worker's compensation claims that result from working at the home office.
- No employee engaged in telecommuting will be allowed to conduct face-to-face

- business at their home.
- The City of Moreno Valley is not required to provide equipment for telecommuting; however, the City may provide all or part of the equipment necessary for accomplishing work assignments, including the installation and maintenance of City-owned equipment at the home. The City will not cover the cost of repair or maintenance of the telecommuter's personal equipment. Equipment needs will be determined on a case by case basis as determined by the department's need during the pandemic event and will require City Manager approval.
- The City will establish security controls and conditions for use of City equipment. The telecommuting employee must apply approved safeguards to protect City equipment and supplies. All official City records, files and documents must be protected from unauthorized disclosure or damage and returned safely to the office. This includes taking all measure necessary to avoid cybersecurity threats.
- Employees currently on a performance improvement plan are not eligible for telecommuting. Exceptions may be made if warranted due to the pandemic influenza crises.

### Procedures:

Employees interested in participating in the telecommuting program should contact their supervisor to discuss the feasibility of telecommuting. They must hold a telecommuting eligible position as identified by the City. If an employee does not hold an eligible position, he/she may apply if they believe telecommuting may work for their specific circumstances. If the employee and the position are deemed suitable for telecommuting, an agreement or contract specifying the terms and conditions of telecommuting must be signed by the employee, the department director, and the City Manager. Copies of the Telecommuting Agreement are available from the City's Human Resources Division.

The original of the Telecommuting Agreement should be sent to the Human Resources Division for inclusion in the employee's official personnel file. The employee and the supervisor should retain a copy.

The department director and employee must agree upon the equipment to be used in telecommuting. Subject to approval by the department director and the City Manager, City equipment may be relocated to the home under any of the following conditions:

- Employee's present equipment is not needed at the office and can be moved to the telecommuting site
- Employee's present equipment is portable and can easily be moved from office to home and back
- City has additional equipment, suitable for telecommuting, available for use by a telecommuter
- City has the funds and elects to purchase additional equipment for telecommuting.

A Telecommuting Work Plan must be included as part of the Telecommuting Agreement. The Work Plan must include at a minimum:

- Specific description of the duties to be performed
- Established workdays and normal work hours
- Explanation as to how supervision will be provided
- Explanation as to how work products and outputs will be monitored and reviewed
- Explanation as to how attendance and leave records will be maintained and processed

The City's Human Resource Division should be notified in writing of modifications to, or

cancellation of, the telecommuting arrangement.

**FLEXIBLE WORK SCHEDULE**

Work schedules are determined by the service needs of the department/division and are managed accordingly. Once schedules are defined and communicated to employees, an employee who requests a deviation in that schedule must do so in writing to the department head for approval. The department head will determine an appropriate schedule for an employee to best fit the needs of the department during a pandemic influenza event.

The department head may require employees to change work schedules in order to reduce the risk of the pandemic influenza spreading at the work site. The department head may develop alternative work schedules for one or more employees.

**EMPLOYEE ACCESS TO AVAILABLE HEALTHCARE SERVICES AND MENTAL HEALTH SERVICES**

**Health Care Services**

The City of Moreno Valley will endeavor to use the City’s designated occupational medicine physicians to the extent possible where employees within our organization can go to receive a faster evaluation of their illness to determine if that individual is sick or not. Below is a chart that can assist employees in determining whether they have just a cold or the onset of the flu. If their symptoms are flu-like, they should seek medical assistance immediately.

**Difference Between Influenza and a Common Cold**

SYMPTOM	INFLUENZA	COMMON COLD
Fever	Usual, sudden onset 100.4 - 104 degrees and lasts 3-4 days	Rare
Headache	Usual and can be severe	Rare
Aches and Pains	Usual and can be severe	Rare
Fatigue and weakness	Usual and can last 2-3 weeks or more after the acute illness	Sometimes, but mild
Debilitating fatigue	Usual, early onset can be severe	Rare
Nausea, vomiting, diarrhea	In children < 5 years old	Rare
Watering of the eyes	Rare	Usual
Runny, stuffy nose	Rare	Usual
Sneezing	Rare in early stages	Usual
Sore throat	Usual	Usual
Chest discomfort	Usual and can be severe	Sometimes, but mild to moderate
Complications	Respiratory failure; can worsen a current chronic condition; can be life threatening	Congestion or earache
Fatalities	Well recognized	Not reported
Prevention	Influenza vaccine; frequent hand- washing	Frequent hand-washing; cover your

Source: National Institutes of Health (NIH)

**Collaboration with Federal, State, and Local Public Health Agencies**



The City of Moreno Valley, through its Office of Emergency Management, shall maintain communication with the County, federal and state government during the course of any pandemic event. The purpose of said communication will be to keep the citizens informed of any and all events, announcements, warnings, admonishments and recommendations regarding the pandemic event.

There will be a central location for all communications such that citizens seeking information regarding the pandemic will be immediately dispatched to the appropriate municipal location or other state or federal government entity able to respond to their inquiry.

**Employee Assistance Program (EAP):**

The EAP provides free, confidential professional assistance to help employees resolve a wide range of issues that affect their personal lives or job performance. Examples include emotional health, substance abuse, family situations, etc.

For 24-hour access to this free service, please call The Counseling Team at (800) 222-9691 or (909) 884-0133. For additional information, please contact Human Resources.

**POTENTIAL FINANCIAL IMPACT ON CITY REVENUES AND EXPENDITURES**

Just as it is difficult to forecast the severity of a pandemic, it is hard to predict its economic effects, even if the outbreak’s scope and severity are known. Based on past influenza pandemics, the most significant impacts would be a sharp decline in demand as people avoided shopping malls, restaurants, and other public spaces, and a reduction in the labor supply as workers become ill, stay home out of fear, or take care of others who are sick.

**Revenues –**

The general slowdown in economic activity would reduce the City’s elastic revenues, such as state and local sales taxes, hotel/restaurant/amusement tax, state income tax, and state and local motor fuel tax. The City could see an estimated loss of sales tax from three percent (mild scenario) to 30, 40, 50, or even 60 percent (severe scenario) depending on the severity of the pandemic.

**Expenditures –**

A pandemic influenza event would result in a reduction in the labor supply as workers become ill or stay at home to take care of others who are sick. A pandemic event would also affect the City’s ability to obtain materials and supplies, as well as, the ability to use contract labor as there would be a shortage in the workforce. The City should expect a decline in service levels; therefore, expenditures relating to contractual costs, materials, and supplies should also decrease.

While these predictions are based on very rough estimates, they do provide a general picture of the potential economic impact of a pandemic.

**COMMUNICATIONS**

**Communications Plan**

Accurate timely information is one of the most valuable commodities during a health emergency or disaster. This information serves as the evidence base for critical decisions at all levels of administration and defines the messaging for public communication and education. An effective system, with minimal data sets of information required throughout the management of an emergency, should be developed and tested in preparation for a response.

The systems required for early warning and surveillance should be robust and enable the capture of data required for assessment of severity, the implementation of protocols for operational research, including efficacy studies on interventions applied and assessments of impact based on criteria such as workplace and school absenteeism, regions affected, groups most affected and essential worker availability.

Attachment: MV Pandemic Plan 2020 Rev 33120 [Revision 1] (3993 : Emergency Operations Resolutions)

The City of Moreno Valley has identified a variety of methods to communicate to its employees, vendors/suppliers, and citizens' information in a pandemic event. The goal is to provide accurate and timely information in order to manage the effects of a pandemic.

### **Web links to up-to-date pandemic influenza information –**

The Centers for Disease Control and Prevention provides a website with extensive information regarding pandemic influenza. The address is <http://www.cdc.gov/flu/> Information can also be accessed at <http://www.flu.gov/>, <https://www.cdc.gov/coronavirus/2019-ncov/communication/factsheets.html> and from the World Health Organization, <http://www.who.int/en/>

- a. Utilize the Employee Emergency Information Line phone number with a pre-recorded message for employees.
- b. Set-up a phone number for managers to call about the health status of their employees.
- c. Set-up a data base to track people.
- d. A spreadsheet could be provided on the City's computer shared drive network for supervisors to access and list employees who are absent.

The Information Technology Division may supply computers that could be set-up at home for employees if they do not have one to perform their job functions and city resources are available. Once the department manager determines a need for an employee to "telecommute," the City will determine any equipment needs and develop the best method for them to do their job. Please refer to the Telecommuting Policy (A.P. 5.04).

## **DEVELOPMENT AND DISSEMINATION OF MATERIALS**

### **Pandemic fundamentals –**

The City will do the following to keep employees up to date on the pandemic:

- Relay information to employees through e-mail, the City's Website, and send mailings to employees at their homes.
- Develop and distribute flyers containing accurate and up-to-date information about the situation.
- Provide a central bulletin board in City facilities to post information.

### **Personal and family protection response strategies –**

The City will work with the Riverside County Department of Public Health to gather information on personal and family preparedness for a pandemic. This will assist employees in taking care of themselves and/or family members who become ill. An information packet will be distributed to employees.

## **ANTICIPATION OF EMPLOYEE FEAR AND ANXIETY, RUMORS AND MISINFORMATION**

### **Communication of accurate and timely information to employees –**

In order to allay fears of a pandemic, both before and during, and to dispel rumors and the spread of misinformation, the City will communicate to employees the latest and most accurate information regarding the pandemic through the following means:

- Distribute flyers containing accurate and up-to-date information about the situation.
- The Pandemic Influenza Operations Plan will be placed on the City's Website.
- Relay information to employees through e-mail, and mailings to employees at their homes.
- Make employees aware of the importance of updating their personal information so we have up-to-date home addresses and phone numbers.

## **DISSEMINATION OF INFORMATION TO EMPLOYEES ABOUT PANDEMIC PLAN**

The Pandemic Influenza Preparedness Plan will be placed on the City's Website.

## **INFORMATION ON AT- HOME CARE OF FAMILY MEMBERS**

The City will work with the Riverside County Department of Public Health to gather information about taking care of employees and family members who become ill.

## **PLATFORMS FOR COMMUNICATING PANDEMIC STATUS AND ACTIONS**

### **Employees, Customers, and Vendors/Suppliers –**

The City will use the following methods to provide current information on the pandemic to employees, citizens, and vendors:

- Communicate the status and actions to employees through voice mail, e-mail and the Employee Emergency Information Line phone number with a pre-recorded message.
- Each day the status of the City will be posted on the website. Also, the City will place information about the Pandemic situation on the Cable Channel bulletin board. We will also run a message on the Cable Channel crawl.
- The City will work with the Riverside County Health Department to get accurate information
- Also, the City will have flyers prepared to instruct the public regarding specific instructions about entering and leaving City buildings.
- The City will need to inform the public that the City of Moreno Valley has several employees absent due to a Pandemic virus and people entering any City building may be required to wear a mask and follow other "social distancing" protocols.
- In the area of public information, the City must communicate to the public the level of service they may expect during a pandemic event.
- The City will:
  1. Use the City's Alert MoVal system to convey information specific to a pandemic event.
  2. Disseminate prepared news releases to the news media.
  3. Use the City's Alert MoVal system to update employees of pandemic status.
  4. Provide citizens with information via the City's website,
  5. Communications between City Council, City Manager and Department Heads via voicemail and email technology. This will enable us to provide regular updates.

## **COMMUNITY SOURCES FOR TIMELY AND ACCURATE INFORMATION**

### **Resources for obtaining Medical counter-measures (vaccines/antivirals) –**

We will work with the Riverside County Health Department to get the latest information on the Pandemic.

## **SHARING OF BEST PRACTICES TO IMPROVE COMMUNITY RESPONSE EFFORTS**

The City of Moreno Valley will share this pandemic plan with any organization as requested. The City has, and will continue to, refer to other plans and information on best practices in preparing for a pandemic. The City will continually update this plan to ensure that it contains accurate information and the best procedures in managing the City's operations during a pandemic.

The City Manager, Mayor, or their designee will lead the City's response during a pandemic. They will give overall direction for the community response based on the City's plan and the day-to-day contingencies.

## APPENDICES A - SOURCES

The following sources have been used as guidance for developing the City of Moreno Valley Pandemic Influenza Preparedness Plan:

<a href="https://rivcoph.org/coronavirus">https://rivcoph.org/coronavirus</a>	(Riverside University Health System - Public Health (RUHS-PH))
<a href="https://www.caloes.ca.gov">https://www.caloes.ca.gov</a>	(California Governor's Office of Emergency Services (Cal OES))
<a href="http://www.pandemicflu.gov">www.pandemicflu.gov</a>	(Managed by the U.S. Department of Health and Human Services)
<a href="http://www.osha.gov">www.osha.gov</a>	(Occupational Safety and Health Administration website)
<a href="http://www.cdc.gov/niosh">www.cdc.gov/niosh</a>	(National Institute for Occupational Safety and Health website)
<a href="http://www.cdc.gov">www.cdc.gov</a>	(Centers for Disease Control and Prevention website)
<a href="http://www.fda.gov/cdrh/ppe/fluoutbreaks.html">www.fda.gov/cdrh/ppe/fluoutbreaks.html</a>	(U.S. Food and Drug Administration website)
<a href="http://www.newshealth.nih.gov/2014/10/cold-flu-or-allergy">www.newshealth.nih.gov/2014/10/cold-flu-or-allergy</a>	(National Institutes of Health)

## APPENDICES B - DEFINITIONS

**Active monitoring** means that the state or local public health authority assumes responsibility for establishing regular communication with potentially exposed people to assess for the presence of fever, cough, or difficulty breathing. For people with high-risk exposures, CDC recommends this communication occurs at least once each day. The mode of communication can be determined by the state or local public health authority and may include telephone calls or any electronic or internet-based means of communication.

**Close contact** is defined as:

a) being within approximately 6 feet (2 meters) of a novel influenza case for a prolonged period of time; close contact can occur while caring for, living with, visiting, or sharing a healthcare waiting area or room with a novel influenza case

– or –

b) having direct contact with infectious secretions of a novel influenza case (e.g., being coughed on)

**Conditional release** defines a set of legally enforceable conditions under which a person may be released from more stringent public health movement restrictions, such as quarantine in a secure facility. These conditions may include public health supervision through in-person visits by a health official or designee, telephone, or any electronic or internet-based means of communication as determined by the CDC Director or state or local health authority. A conditional release order may also place limits on travel or require restriction of a person's movement outside their home.

**Controlled travel** involves exclusion from long-distance commercial conveyances (e.g., aircraft, ship, train, bus). For people subject to active monitoring, any long-distance travel should be coordinated with public health authorities to ensure uninterrupted monitoring. Air travel is not allowed by commercial flight but may occur via approved noncommercial air transport. CDC may use public health orders or [federal public health travel restrictions](#) to enforce controlled travel. CDC also has the authority to issue travel permits to define the conditions of interstate travel within the United States for people under certain public health orders or if other conditions are met.

**Congregate settings** are public places where close contact with others may occur. Congregate settings include settings such as shopping centers, movie theaters, stadiums, [workplaces](#), and schools and other classroom settings.

**Isolation** means the separation of a person or group of people known or reasonably believed to be *infected with a communicable disease and potentially infectious* from those who are not infected to prevent spread of the communicable disease. Isolation for public health purposes may be voluntary or compelled by federal, state, or local public health order.

**Public health orders** are legally enforceable directives issued under the authority of a relevant federal, state, or local entity that, when applied to a person or group, may place restrictions on the activities undertaken by that person or group, potentially including movement restrictions or a requirement for monitoring by a public health authority, for the purposes of protecting the public's health. Federal, state, or local public health orders may be issued to enforce isolation, quarantine or conditional release. The list of [quarantinable communicable diseases](#) for which federal public health orders are authorized is defined by Executive Order and includes "severe acute respiratory syndromes." Novel Influenza meets the definition for "severe acute respiratory syndromes" as set forth in Executive Order 13295, as amended by Executive Order 13375 and 13674, and, therefore, is a federally quarantinable communicable disease.

**Personal Protective Equipment (PPE)**—surgical gowns, gloves, masks, respirator protective devices, or other medical equipment designed to protect the wearer from injury or the spread of infection or illness

**Quarantine** in general means the separation of a person or group of people reasonably believed to have been *exposed to a communicable disease but not yet symptomatic*, from others who have not been so exposed, to prevent the possible spread of the communicable disease.

**Self-observation** means people should remain alert for subjective fever, cough, or difficulty breathing. If they feel feverish or develop cough or difficulty breathing during the self-observation period, they should take their temperature, self-isolate, limit contact with others, and seek advice by telephone from a healthcare provider or their local health department to determine whether medical evaluation is needed.

**Self-monitoring** means people should monitor themselves for fever by taking their temperatures twice a day and remain alert for cough or difficulty breathing. If they feel feverish or develop measured fever, cough, or difficulty breathing during the self-monitoring period, they should self-isolate, limit contact with others, and seek advice by telephone from a healthcare provider or their local health department to determine whether medical evaluation is needed.

**Self-monitoring with delegated supervision** means, for certain occupational groups (e.g., some healthcare or laboratory personnel, airline crew members), self-monitoring with oversight by the appropriate occupational health or infection control program in coordination with the health department of jurisdiction. The supervising organization should remain in contact with personnel through the self-monitoring period to oversee self-monitoring activities.

**Self-monitoring with public health supervision** means public health authorities assume the responsibility for oversight of self-monitoring for certain groups of people. The ability of jurisdictions to initiate or provide continued oversight will depend on other competing priorities (e.g., contact tracing, implementation of community mitigation strategies). Depending on local priorities, CDC recommends that health departments consider establishing initial communication with these people, provide a plan for self-monitoring and clear instructions for notifying the health department before the person seeks health care if they develop fever, cough, or difficulty breathing.

**Social distancing** means remaining out of congregate settings, avoiding local public transportation (e.g., bus, subway, taxi, ride share), and maintaining distance (approximately 6 feet or 2 meters) from others. If social distancing is recommended, presence in congregate settings or use of local public transportation should only occur with approval of local or state health authorities.

**RESOLUTION NO. 2020-**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF MORENO VALLEY, CALIFORNIA  
RATIFYING, ADOPTING AND APPROVING AMENDED CLOSURE PLAN  
REGARDING TERMINATION DATE**

**WHEREAS**, pursuant to California Government Code Section 8630 and Section 2.40.060 "Powers and Duties of the Director and Assistant Director of Emergency Services," of the City of Moreno Valley Municipal Code, the City Council of the City of Moreno Valley adopted Resolution No. \_\_\_\_\_ proclaiming the existence of a Local Emergency due to the COVID-19 Virus Pandemic, which endangers the health and welfare of the residents and visitors of the City of Moreno Valley; and

**WHEREAS**, the California Emergency Services Act, as set forth in Government Code Section 8550 et seq., covers the entire range of disaster and emergency powers and responsibilities of local government dealing with any natural or manmade disasters or a state of war; and

**WHEREAS**, the California Emergency Services Act, provides that the State Legislature finds and declares that the preservation of local government in the event of a state of emergency or a local emergency is a matter of statewide concern and that for the protection of all the citizens of the State of California, all political subdivisions have the power to take the minimum precautions to furnish a means by which the continued functioning of local government will be assured; and

**WHEREAS**, on March 16, 2020, the City Disaster Council adopted and implemented a Closure Plan that instituted temporary precautionary changes to City operations in order to reduce the risk of community spread of Coronavirus (COVID-19) to protect City employees and the public who use City services, that was scheduled to expire in most cases on April 15, 2020; and

**WHEREAS**, the City Disaster Council and the Emergency Services Director recommend that the Closure Plan continue to be implemented and remain effect until such time that the Governor's State of Emergency is terminated pursuant to Section 8629 of the Government Code by a proclamation of the Governor or a concurrent resolution of the State Legislature, unless terminated earlier by the City Council ("Termination Date"); and

**WHEREAS**, on March 4, 2020, the Governor of the State of California proclaimed a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the state prepare for broader spread of COVID-19; and

**WHEREAS**, on March 7, 2020, Riverside County Public Health Officer Dr. Cameron Kaiser declared a Local Health Emergency, citing Riverside County's first locally acquired case of COVID-19; and

Attachment: Resolution Re Closure Plan Termination Date [Revision 2] (3993 : Emergency Operations Resolutions)



**WHEREAS**, on March 10, 2020, the Riverside County Board of Supervisors ratified the Local Health Emergency and activated the Medical Health Department Operations Center to better coordinate public messaging and planning among community partners as Riverside County officials prepare for the spread of COVID-19; and

**WHEREAS**, on March 11, 2020, the California Department of Public Health issued guidance that in order to protect public health and slow the rate of transmission of COVID-19, large gatherings of 250 people or more at concerts, conferences, and professional, college, and school sporting events should be postponed or canceled for at least the remainder of the month of March 2020 and that smaller gatherings held in venues such as crowded auditoriums, rooms or other venues that do not allow social distancing of six feet per person should be postponed or canceled; and

**WHEREAS**, on March 12, 2020, the Governor of the State of California issued Executive Order N-25-20 providing that all residents are to heed any orders and guidance of state and local public health officials, including but not limited to the imposition of social distancing measures, to control the spread of COVID-19 and that authorized local legislative bodies are permitted to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to attend and to address the local legislative body, during the period in which local public officials impose or recommend measures to promote social distancing, including but not limited to limitations on public events; and

**WHEREAS**, on March 12, 2020, the Riverside County Public Health Officer ordered the cancellation of all events within the jurisdiction of the Public Health Officer of the County of Riverside with an expected attendance of at least 250 individuals taking place between March 12, 2020 and April 30, 2020, regardless of venue; and

**WHEREAS**, on March 13, 2020, the President of the United States of America proclaimed and declared a National Emergency Concerning the Novel Coronavirus Disease (COVID-19) Outbreak and announced that the federal government would make emergency funding available to assist state and local governments in preventing the spread of and addressing the effects of COVID-19; and

**WHEREAS**, on March 16, 2020, the Governor issued Executive Order N-28-20 waiving certain requirements related to residential and commercial evictions and foreclosures to allow local jurisdictions more flexibility to prohibit residential and commercial evictions and foreclosures through May 31, 2020; and

**WHEREAS**, on March 16, 2020, the Riverside County Public Health Officer ordered the prohibition of all gatherings within the jurisdiction of the Public Health Officer of the County of Riverside with an expected presence of at least 10 individuals taking place between March 16, 2020 and April 30, 2020 inclusive, regardless of venue; and

**WHEREAS**, on March 17, 2020, the Governor issued Executive Order N-29-20

Attachment: Resolution Re Closure Plan Termination Date [Revision 2] (3993 : Emergency Operations Resolutions)

ordering that as to individuals currently eligible for benefits under Medi-Cal, CalFresh, CalWORKs, the Cash Assistance Program for Immigrants, the California Food Assistance Program, or In Home Supportive Services benefits, and to the extent necessary to allow such individuals to maintain eligibility for such benefits, any state law, including but not limited to California Code of Regulations, Title 22, section 50189(0) and Welfare and Institutions Code sections 18940 and 11265, that would require redetermination of such benefits is suspended for a period of 90 days from the date of Order N-29-20; and

**WHEREAS**, on March 19, 2020, the Governor issued Executive Order N-33-20 ordering that to protect public health, that all individuals living in the State of California stay home or at their place of residence (“Shelter in Place”) except as needed to maintain continuity of operations of the federal critical infrastructure sectors, as outlined at <https://www.cisa.gov/critical-infrastructure-sectors>; and

**WHEREAS**, on March 21, 2020, the Governor issued Executive Order N-35-20 suspending the Brown Act to the extent that Government Code Section 54952.2 would prevent a local government official from providing updates on emergency response collectively to the entire City Council; suspending any local ordinances, including noise limitations, that restrict, delay or otherwise inhibit the delivery of food products, pharmaceuticals and other essentials; confirming that retirees working under the working after retirement rules for local governments are also exempt from the time-based limitations referenced in Executive Order N-25-20 Section 7, issued March 12, 2020, if they are hired or retained in employment to ensure adequate staffing to respond to the COVID-19 pandemic; and adding 60 days to the time a government tort claim must be submitted; and

**WHEREAS**, on March 27, 2020, the Governor issued Executive Order N-37-20 imposing a mandatory statewide moratorium on evictions due to inability pay rent related COVID-19 related health cost and lost income; and

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY FINDS AND ORDERS AS FOLLOWS:**

**THAT** the Closure Plan adopted, and implemented by the City Disaster Council on March 16, 2020 and subsequently revised by the Disaster Council on March 31, is hereby ratified, adopted and approved and shall continue to be implemented and remain effect until such time that the Governor’s State of Emergency is terminated pursuant to Section 8629 of the Government Code by a proclamation of the Governor or a concurrent resolution of the State Legislature, unless terminated earlier by the City Council (“Termination Date”), as attached hereto.

**APPROVED AND ADOPTED** this 7th day of April, 2020

\_\_\_\_\_  
Mayor of the City of Moreno Valley

ATTEST

APPROVED AS TO FORM

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Interim City Attorney

Resolution No. 2020-  
Date Adopted: April 7, 2020

Attachment: Resolution Re Closure Plan Termination Date [Revision 2] (3993 : Emergency Operations Resolutions)

**ATTACHMENT**  
**CITY OF MORENO VALLEY**  
**CLOSURE PLAN**  
**AMENDED BY RESOLUTION NO. 2020 - \_\_\_\_\_**  
**APRIL 7, 2020**

Attachment: Resolution Re Closure Plan Termination Date [Revision 2] (3993 : Emergency Operations Resolutions)

## CITY OF MORENO VALLEY COVID-19 CLOSURE PLAN

In order to reduce the risk of community spread of Coronavirus (COVID-19), the City of Moreno Valley is announcing temporary precautionary changes to City operations that will protect City employees and the public who use City services. Changes from previous announcements are included below so please review carefully. This Amended Closure Plan will be effective April 1, 2020.

The operational changes are as follows:

### **City Hall & Moreno Valley Utility (Annex 1)**

- City Hall and Annex 1 buildings are closed to the public indefinitely, pending further updates to the Governor's Executive Orders or Riverside County of Public Health.
- Essential City services will continue but in-person services at City Hall and Annex 1 are suspended indefinitely, pending further updates to the Governor's Executive Orders or Riverside County of Public Health.
- An online City Directory to key City departments and resources is available at [http://www.moreno-valley.ca.us/city\\_hall/who2call.shtml](http://www.moreno-valley.ca.us/city_hall/who2call.shtml).
- City Hall has transitioned to online services; residents and businesses are encouraged to use available online public services. The City has subscribed to Zoom video conferencing and highly encourages residents and businesses to use Zoom for video meetings. Zoom is a free online software application and can be found on Google Play, the Apple App store and [www.zoom.us](http://www.zoom.us).
  - To setup a video meeting, contact the City by e-mailing [ContactUs@moval.org](mailto:ContactUs@moval.org) with your request.
- In addition to online services, the City is accommodating the lack of in-person services by heavily staffing phone lines. The City's main phone line is 951-413-3000.
- Moreno Valley Utility bill payments can continue to be made through the following methods:
  - By mail: MVU Payment Processing Center 380 N. San Jacinto St. Hemet, CA 92543
  - By phone: 844-657-6473
  - Through MyMVU (<http://www.moval.org/mvu/my-mvu-app.html>)
  - Online: PAYBILL ONLINE (<https://share.dwcorp.com/WebShare/Anonymous/GuestPay.aspx?clientKey=3654&viewID=3>)
  - Via a dropbox located outside the MVU office at 14331 Frederick St.
  - To help with financial challenges due to COVID-19, MVU will temporarily suspend disconnections and late fees for customers unable to pay their bill.
- MVU Administration phone number is 951-413-3500 or website <http://www.moval.org/mvu/index.html>.
- MVU's 24-hour customer service number is 844-341-6469

### **Parks & Community Services**

- The following Parks & Community Services facilities are closed to the public indefinitely, pending further updates to the Governor's Executive Orders or Riverside County of Public Health:
  - Conference and Recreation Center, including Grand Valley Ballroom
  - TownGate Community Center
  - March Field Park Community Center and Annex

- Cottonwood Clubhouse
  - Moreno Valley Senior Community Center
- Moreno Valley Senior Community Center: Although the Senior Community Center is closed, Family Services Association will continue to provide meal services on Wednesday from 11:00 am to 1:00 pm in a drive-thru format to promote social distancing. All FSA's recipients receive five meals per week, fruit, and milk.
- All recreation programs, classes, facility use permits and reservations are cancelled indefinitely, pending further updates to the Governor's Executive Orders or Riverside County of Public Health.
- As previously announced, all citywide events are cancelled through May 31, or until further notice.
- Time for Tots program at all locations is cancelled indefinitely, pending further updates to the Governor's Executive Orders or Riverside County of Public Health.
- All youth and adult sports activities are suspended indefinitely, pending further updates to the Governor's Executive Orders or Riverside County of Public Health.
- City parks, skate parks, Moreno Valley Equestrian Center and Hound Town Dog Park will close to the public indefinitely, pending further updates to the Governor's Executive Orders or Riverside County of Public Health. This will be effective on April 1, to promote and encourage social distancing.
- Cottonwood Golf Course is closed to the public indefinitely, pending further updates to the Governor's Executive Orders or Riverside County of Public Health. The First Tee program has been suspended indefinitely, pending further updates to the Governor's Executive Orders or Riverside County of Public Health.
- The Movin' Thru MoVal Mobile Recreation Center has been suspended indefinitely, pending further updates to the Governor's Executive Orders or Riverside County of Public Health.
- A Child's Place after school child care program is cancelled at all sites, until Moreno Valley and Val Verde Unified School Districts re-open.
- After School Education and Safety (ASES) Expanded Learning Program is cancelled in line with MVUSD and VVVUSD closures, pending further updates to the Governor's Executive Orders or Riverside County of Public Health.
- Park Rangers will continue to serve the public with proper social distancing and PPE measures in place.
- For additional information contact the Parks & Community Services Department:
  - Main line at 951-413-3280
  - Division email addresses: [sports@moval.org](mailto:sports@moval.org), [parks@moval.org](mailto:parks@moval.org) or [recreation@moval.org](mailto:recreation@moval.org).

### Libraries

- City libraries are closed indefinitely, pending further updates to the Governor's Executive Orders or Riverside County of Public Health.
- While the libraries are closed, Moreno Valley will be relaxing its fee policy:
  - All late fees will be suspended and due dates extended during this period.
  - Patron holds for items are suspended.
  - Patrons may continue to enjoy the items they have already borrowed.

- Library patrons are encouraged to utilize the Library’s online resources:
  - Library website: <http://www.moval.org/mv-library/index.html>
    - eBooks and eZines of many types are available
    - Access your account online from this website
    - Search the library’s collection
    - Homework help is available
    - Help for job-seekers, students, and adult learners is available
- Patrons may still request assistance from Library staff by email or by leaving a phone message:
  - Main Library: 951-413-3880
  - Mall Branch: 951-413-3761
  - e-Mail: [cityLibrary@moval-library.org](mailto:cityLibrary@moval-library.org)

### Animal Services

- Moreno Valley Animal Services will be closed with limited public access **by appointment only**. Monday 9:30 a.m. – 4:30 p.m., Tuesday – Friday 9:30 a.m. – 5:30 p.m., & Saturday 10:00 am. – 3:30 p.m. for the following services:
  - Pet owners may reclaim a lost pet
  - Pet adoptions Tuesday through Saturday only
  - Pet transfers to Animal Rescue Partners
- Encourage residents to download the FindingRover app to reunite lost pets with their families.
- Dog licenses may be purchased online at [http://www.moreno-valley.ca.us/resident\\_services/animal/licenses.html](http://www.moreno-valley.ca.us/resident_services/animal/licenses.html)
- Field responses by Animal Control Officers will be limited only to public health and safety issues including dangerous animals, sick or injured animals, police/fire assistance, deceased animals, and cruelty investigations.
- Moreno Valley Veterinary Clinic will remain open by appointment only to provide medical care for community pets; call 951-413-3780.
- Animal Services Contact information is: Ph.: 951-413-3790 FAX: 951-413-3769 email: [animalshelter@moval.org](mailto:animalshelter@moval.org)

### Employment Resource Center (ERC)

- The Employment Resource Center will be open, but will practice social distancing so residents can still receive job assistance resources.
- Jobseekers may call 951.413.3920 or email [erc@moval.org](mailto:erc@moval.org) for assistance.
- All programs including workshops and trainings will be cancelled or offered via online formatting, when available.

### City Services

- All City services requiring in-person visits or public service counter assistance (including business licensing and building permits) has been suspended or made available via phone, online or through email.
- Most building inspection services will continue.

- All Public Works services will remain in place with the exception of in-person submission of documents and over-the-counter services for permitting or plan check.
- The City's Corporate Yard public counter is closed indefinitely, pending further updates to the Governor's Executive Orders or Riverside County of Public Health. Please call 951-413-3160 for service inquiries.
- Refuse collection and street sweeping will continue per the regular schedule or until otherwise modified. Street sweeping parking citations shall be postponed during the Governor issued Executive Order N-33-20 ordering that all individuals stay home or at their place of residence ("Shelter in Place").
- The City's Corporate Yard and Moreno Valley Utility (Annex 1) are open for deliveries.

#### **Financial Support for Residents and Businesses**

- To aid residents and businesses financially during this unprecedented time, the City has suspending penalties and interest for late payments for utilities, parking citations, business license fees and library fines that are incurred beginning March 18, 2020 until further notice.
- The City will also refund fees for any cancellation of Parks and Community program services at City facilities and off-site locations and Parks facility rentals due to the mandatory facility closure.

#### **City Public Meetings**

- City Council meetings will be conducted by teleconference pursuant to the Governor's Executive Order indefinitely, pending further updates to the Governor's Executive Orders. Electronic comments are encouraged by residents.
- Upcoming Commission, Committee and Board meetings will either be suspended or conducted via teleconference until further notice.
- Written comments may be submitted to the City Clerk by email at [cityclerk@moval.org](mailto:cityclerk@moval.org).

#### **Fire Station and Police Department**

- The Riverside Sheriff's Office - Moreno Valley Station at the Public Safety Building is closed to ensure the health and safety of our First Responders. However, limited services for important matters are still available in person. Please check in with the staff member at the front entrance at 22850 Calle San Juan De Los Lagos. Residents may call 951-486-6700 for non-emergency police assistance and general information.
- All Fire stations will be functional but closed to the public for routine business in order to protect our first responders. We encourage visits to our website at [mvfd@moval.org](mailto:mvfd@moval.org) or calling 951.486.6780.



**RESOLUTION NO. 2020-**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF MORENO VALLEY, CALIFORNIA  
TEMPORARILY WAIVING THE CITY MANAGER'S  
LEVEL OF PROCUREMENT SIGNATURE AUTHORITY  
TO MITIGATE OR PREVENT THE SPREAD AND TRANSMISSION  
OF COVID-19 THROUGH THE DURATION  
OF THE COVID-19 LOCAL EMERGENCY**

**WHEREAS**, pursuant to California Government Code Section 8630 and Section 2.40.060 "Powers and Duties of the Director and Assistant Director of Emergency Services," of the City of Moreno Valley Municipal Code, the City Council of the City of Moreno Valley adopted Resolution No. \_\_\_\_\_ proclaiming the existence of a Local Emergency due to the COVID-19 Virus Pandemic, which endangers the health and welfare of the residents and visitors of the City of Moreno Valley; and

**WHEREAS**, the California Emergency Services Act, as set forth in Government Code Section 8550 et seq., covers the entire range of disaster and emergency powers and responsibilities of local government dealing with any natural or manmade disasters or a state of war; and

**WHEREAS**, the California Emergency Services Act, provides that the State Legislature finds and declares that the preservation of local government in the event of a state of emergency or a local emergency is a matter of statewide concern and that for the protection of all the citizens of the State of California, all political subdivisions have the power to take the minimum precautions to furnish a means by which the continued functioning of local government will be assured; and

**WHEREAS**, on March 16, 2020, the City Disaster Council adopted and implemented a Closure Plan that instituted temporary precautionary changes to City operations in order to reduce the risk of community spread of Coronavirus (COVID-19) to protect City employees and the public who use City services, that was scheduled to expire in most cases on April 15, 2020; and

**WHEREAS**, the City Disaster Council and the Emergency Services Director recommend that the Closure Plan continue to be implemented and remain effect until such time that the Governor's State of Emergency is terminated pursuant to Section 8629 of the Government Code by a proclamation of the Governor or a concurrent resolution of the State Legislature, unless terminated earlier by the City Council ("Termination Date"); and

**WHEREAS**, on March 4, 2020, the Governor of the State of California proclaimed a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the state prepare for broader spread of COVID-19; and

**WHEREAS**, on March 7, 2020, Riverside County Public Health Officer Dr. Cameron Kaiser declared a Local Health Emergency, citing Riverside County's first locally acquired case of COVID-19; and

**WHEREAS**, on March 10, 2020, the Riverside County Board of Supervisors ratified the Local Health Emergency and activated the Medical Health Department Operations Center to better coordinate public messaging and planning among community partners as Riverside County officials prepare for the spread of COVID-19; and

**WHEREAS**, on March 11, 2020, the California Department of Public Health issued guidance that in order to protect public health and slow the rate of transmission of COVID-19, large gatherings of 250 people or more at concerts, conferences, and professional, college, and school sporting events should be postponed or canceled for at least the remainder of the month of March 2020 and that smaller gatherings held in venues such as crowded auditoriums, rooms or other venues that do not allow social distancing of six feet per person should be postponed or canceled; and

**WHEREAS**, on March 12, 2020, the Governor of the State of California issued Executive Order N-25-20 providing that all residents are to heed any orders and guidance of state and local public health officials, including but not limited to the imposition of social distancing measures, to control the spread of COVID-19 and that authorized local legislative bodies are permitted to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to attend and to address the local legislative body, during the period in which local public officials impose or recommend measures to promote social distancing, including but not limited to limitations on public events; and

**WHEREAS**, on March 12, 2020, the Riverside County Public Health Officer ordered the cancellation of all events within the jurisdiction of the Public Health Officer of the County of Riverside with an expected attendance of at least 250 individuals taking place between March 12, 2020 and April 30, 2020, regardless of venue; and

**WHEREAS**, on March 13, 2020, the President of the United States of America proclaimed and declared a National Emergency Concerning the Novel Coronavirus Disease (COVID-19) Outbreak and announced that the federal government would make emergency funding available to assist state and local governments in preventing the spread of and addressing the effects of COVID-19; and

**WHEREAS**, on March 16, 2020, the Governor issued Executive Order N-28-20 waiving certain requirements related to residential and commercial evictions and foreclosures to allow local jurisdictions more flexibility to prohibit residential and commercial evictions and foreclosures through May 31, 2020; and

**WHEREAS**, on March 16, 2020, the Riverside County Public Health Officer ordered the prohibition of all gatherings within the jurisdiction of the Public Health Officer of the County of Riverside with an expected presence of at least 10 individuals taking

place between March 16, 2020 and April 30, 2020 inclusive, regardless of venue; and

**WHEREAS**, on March 17, 2020, the Governor issued Executive Order N-29-20 ordering that as to individuals currently eligible for benefits under Medi-Cal, CalFresh, CalWORKs, the Cash Assistance Program for Immigrants, the California Food Assistance Program, or In Home Supportive Services benefits, and to the extent necessary to allow such individuals to maintain eligibility for such benefits, any state law, including but not limited to California Code of Regulations, Title 22, section 50189(0) and Welfare and Institutions Code sections 18940 and 11265, that would require redetermination of such benefits is suspended for a period of 90 days from the date of Order N-29-20; and

**WHEREAS**, on March 19, 2020, the Governor issued Executive Order N-33-20 ordering that to protect public health, that all individuals living in the State of California stay home or at their place of residence (“Shelter in Place”) except as needed to maintain continuity of operations of the federal critical infrastructure sectors, as outlined at <https://www.cisa.gov/critical-infrastructure-sectors>; and

**WHEREAS**, on March 21, 2020, the Governor issued Executive Order N-35-20 suspending the Brown Act to the extent that Government Code Section 54952.2 would prevent a local government official from providing updates on emergency response collectively to the entire City Council; suspending any local ordinances, including noise limitations, that restrict, delay or otherwise inhibit the delivery of food products, pharmaceuticals and other essentials; confirming that retirees working under the working after retirement rules for local governments are also exempt from the time-based limitations referenced in Executive Order N-25-20 Section 7, issued March 12, 2020, if they are hired or retained in employment to ensure adequate staffing to respond to the COVID-19 pandemic; and adding 60 days to the time a government tort claim must be submitted; and

**WHEREAS**, on March 27, 2020, the Governor issued Executive Order N-37-20 imposing a mandatory statewide moratorium on evictions due to inability pay rent related COVID-19 related health cost and lost income; and

**WHEREAS**, the purposes of Chapter 2.40 Emergency Management Organization and Functions of the Moreno Valley Municipal Code are to provide for the preparation and carrying out of plans for the protection of persons and property within the City of Moreno Valley in the event of an emergency; the direction of the emergency organization; and the coordination of the emergency functions of this city with all other public agencies, corporations, organizations and affected private persons; and

**WHEREAS**, Section 2.40.040 Disaster Council Powers and Duties of the Moreno Valley Municipal Code provides that it shall be the duty of the City Disaster Council, and it is empowered, to develop and recommend for adoption by the city council and the director as appropriate, emergency and mutual aid plans and amendments thereto, and agreements and such ordinances and resolutions and rules and regulations as are necessary to implement such plans and agreements; and

**WHEREAS**, City Resolution No. 2016- 020, established levels of procurement signature authority for Division Managers, Department Heads, Chief Financial Officer and the City Manager; and

**WHEREAS**, Resolution No. 2016-020, limits the City Manager’s levels of procurement to a maximum of \$50,000 and \$75,000 for public works related items; and

**WHEREAS**, although Section 3.12.140 General—Emergency Purchases of the Moreno Valley Municipal Code creates an exception for emergencies that may affect the life, health or convenience of citizens, this exception only applies to those emergencies which occur at a time other than during regular business hours, which the City Disaster Council finds to be insufficient with respect to properly responding in a timely manner to such emergency issues which may arise outside the City’s regular business hours with respect to the COVID-19 Local Emergency; and

**WHEREAS**, in light of the foregoing, the City Disaster Council recommends that the City Council temporarily waive for the duration of the COVID-19 Local Emergency the maximum levels of procurement for the City Manager for purposes of procuring in a timely manner certain materials, equipment, supplies and services which are related to mitigating or preventing the spread and transmission of COVID-19.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY FINDS AND ORDERS AS FOLLOWS:**

**THAT** the limits imposed on the City Manager’s levels of procurement shall be temporarily waived through the duration of the COVID-19 Local Emergency; and

**THAT** this Order shall ratify any and all purchases of equipment, supplies and other materials in response to the anticipated arrival of 195 individuals who may have been exposed to COVID-19 at March Air Force Base on or about January 29, 2020, and the 14-Day federal COVID-19 quarantine imposed on those 195 individuals at March Air Force Base, commencing January 31, 2020; and

**THAT**, notwithstanding the above, this Order shall become effective immediately and terminate at such time that the Governor’s State of Emergency is terminated pursuant to Section 8629 of the Government Code by a proclamation of the Governor or a concurrent resolution of the State Legislature, unless terminated earlier by the City Council.

**APPROVED AND ADOPTED** this 7th day of April, 2020

\_\_\_\_\_  
Mayor of the City of Moreno Valley

ATTEST

APPROVED AS TO FORM

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Interim City Attorney

Resolution No. 2020-  
Date Adopted: April 7, 2020

Attachment: Resolution Re Waiving Signature Authority of City Manager [Revision 2] (3993 : Emergency Operations Resolutions)

**RESOLUTION NO. 2020-**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF MORENO VALLEY, CALIFORNIA  
AUTHORIZING THE CITY MANAGER/EMERGENCY DIRECTOR TO TAKE ANY  
DIRECTLY RELATED AND IMMEDIATE ACTION REQUIRED BY THE COVID-19  
VIRUS PANDEMIC EMERGENCY AND PROCURE THE NECESSARY PUBLIC  
WORKS CONSTRUCTION CONTRACTS FOR THOSE PURPOSES, WITHOUT  
GIVING NOTICE FOR BIDS TO LET CONTRACTS**

**WHEREAS**, pursuant to California Government Code Section 8630 and Section 2.40.060 of the City of Moreno Valley Municipal Code (MVMC), the City Council of the City of Moreno Valley adopted Resolution No. \_\_\_\_\_ proclaiming the existence of a Local Emergency due to the COVID-19 Virus Pandemic, which endangers the health and welfare of the residents and visitors of the City of Moreno Valley; and

**WHEREAS**, on March 4, 2020, the Governor of the State of California proclaimed a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the state prepare for broader spread of COVID-19; and

**WHEREAS**, on March 7, 2020, Riverside County Public Health Officer Dr. Cameron Kaiser declared a Local Health Emergency, citing Riverside County’s first locally acquired case of COVID-19; and

**WHEREAS**, on March 10, 2020, the Riverside County Board of Supervisors ratified the Local Health Emergency and activated the Medical Health Department Operations Center to better coordinate public messaging and planning among community partners as Riverside County officials prepare for the spread of COVID-19; and

**WHEREAS**, on March 11, 2020, the California Department of Public Health issued guidance that in order to protect public health and slow the rate of transmission of COVID-19, large gatherings of 250 people or more at concerts, conferences, and professional, college, and school sporting events should be postponed or canceled for at least the remainder of the month of March 2020 and that smaller gatherings held in venues such as crowded auditoriums, rooms or other venues that do not allow social distancing of six feet per person should be postponed or canceled; and

**WHEREAS**, on March 12, 2020, the Governor of the State of California issued Executive Order N-25-20 providing that all residents are to heed any orders and guidance of state and local public health officials, including but not limited to the imposition of social distancing measures, to control the spread of COVID-19 and that authorized local legislative bodies are permitted to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to attend and to address the local legislative body, during the period in

Attachment: Resolution Suspending Contract Bidding Requirements [Revision 2] (3993 : Emergency Operations Resolutions)

which local public officials impose or recommend measures to promote social distancing, including but not limited to limitations on public events; and

**WHEREAS**, on March 12, 2020, the Riverside County Public Health Officer ordered the cancellation of all events within the jurisdiction of the Public Health Officer of the County of Riverside with an expected attendance of at least 250 individuals taking place between March 12, 2020 and April 30, 2020, regardless of venue; and

**WHEREAS**, on March 13, 2020, the President of the United States of America proclaimed and declared a National Emergency Concerning the Novel Coronavirus Disease (COVID-19) Outbreak and announced that the federal government would make emergency funding available to assist state and local governments in preventing the spread of and addressing the effects of COVID-19; and

**WHEREAS**, on March 16, 2020, the Governor issued Executive Order N-28-20 waiving certain requirements related to residential and commercial evictions and foreclosures to allow local jurisdictions more flexibility to prohibit residential and commercial evictions and foreclosures through May 31, 2020; and

**WHEREAS**, on March 16, 2020, the Riverside County Public Health Officer ordered the prohibition of all gatherings within the jurisdiction of the Public Health Officer of the County of Riverside with an expected presence of at least 10 individuals taking place between March 16, 2020 and April 30, 2020 inclusive, regardless of venue; and

**WHEREAS**, on March 17, 2020, the Governor issued Executive Order N-29-20 ordering that as to individuals currently eligible for benefits under Medi-Cal, CalFresh, CalWORKs, the Cash Assistance Program for Immigrants, the California Food Assistance Program, or In Home Supportive Services benefits, and to the extent necessary to allow such individuals to maintain eligibility for such benefits, any state law, including but not limited to California Code of Regulations, Title 22, section 50189(0) and Welfare and Institutions Code sections 18940 and 11265, that would require redetermination of such benefits is suspended for a period of 90 days from the date of Order N-29-20; and

**WHEREAS**, on March 19, 2020, the Governor issued Executive Order N-33-20 ordering that to protect public health, that all individuals living in the State of California stay home or at their place of residence (“Shelter in Place”) except as needed to maintain continuity of operations of the federal critical infrastructure sectors, as outlined at <https://www.cisa.gov/critical-infrastructure-sectors>; and

WHEREAS, Governor’s Executive Order N-33-20 identified 16 critical infrastructure sectors whose assets, systems and networks which are so vital to the United States that their incapacitation or destruction would have a debilitating effect on security, economic security, public health or safety, or any combination thereof includes Public Works projects; and

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**WHEREAS**, on March 21, 2020, the Governor issued Executive Order N-35-20 suspending the Brown Act to the extent that Government Code Section 54952.2 would prevent a local government official from providing updates on emergency response collectively to the entire City Council; suspending any local ordinances, including noise limitations, that restrict, delay or otherwise inhibit the delivery of food products, pharmaceuticals and other essentials; confirming that retirees working under the working after retirement rules for local governments are also exempt from the time-based limitations referenced in Executive Order N-25-20 Section 7, issued March 12, 2020, if they are hired or retained in employment to ensure adequate staffing to respond to the COVID-19 pandemic; and adding 60 days to the time a government tort claim must be submitted; and

**WHEREAS**, pursuant to Section 2.40.040 of the City of Moreno Valley Municipal Code (MVMC), is authorized to adopt emergency and mutual aid plans and amendments thereto, and agreements and such ordinances and resolutions and rules and regulations as are necessary to implement such plans and agreements; and

**WHEREAS**, on March 17, 2020, the Disaster Council, created pursuant to Section 2.40.030 of the City of Moreno Valley Municipal Code (MVMC), duly adopted a Pandemic Influenza Preparedness Plan which provides that upon activation of the Plan, the first and most important goal is to protect the health and safety of employees and people in the community; and

**WHEREAS**, Section 8634 of the Government Code provides that during a local emergency the governing body of a political subdivision, or officials designated thereby, may promulgate orders and regulations necessary to provide for the protection of life and property provided that such orders and regulations and amendments and rescissions thereof shall be in writing and shall be given widespread publicity and notice; and

**WHEREAS**, in case of an emergency, pursuant to Section 22050 of the Public Contract Code, the City by a four-fifths vote of the City Council may authorize the repair or replacement of any public facility, take any directly related and immediate action required by an emergency proclaimed by the City Council, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contract; and

**WHEREAS**, Section 22050 further provides that the City Council by a four-fifths vote may delegate the aforementioned authority to the City Manager.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY FINDS AND ORDERS:**

- 1. **THAT** pursuant to Section 22050 of the Public Contract Code, the City Manager/Emergency Services Director or designee is hereby authorized to cause the repair or replace any public facility, take any directly related and immediate action required by the COVID-19 Virus Pandemic Emergency, and procure the

Attachment: Resolution Suspending Contract Bidding Requirements [Revision 2] (3993 : Emergency Operations Resolutions)



necessary public works construction contracts for those purposes, without giving notice for bids to let contracts as otherwise required under Sections 22000 through 22045, Chapter 2. Bidding on Public Contracts, of the Public Contract Code; and

- 2. **THAT** if the City Manager/Emergency Services Director or designee takes any action as set forth herein, the City Manager/Emergency Services Director or designee shall report to the City Council, at its next regularly scheduled meeting, the reasons justifying why the COVID-19 Virus Pandemic Emergency did not permit a delay resulting from a competitive solicitation for bids and why the action was necessary to respond to the COVID-19 Virus Pandemic Emergency; and
- 3. **THAT** this Order shall become effective immediately and shall remain in effect through June 1, 2020, or until the Governor’s State of Emergency is terminated pursuant to Section 8629 of the Government Code by a proclamation of the Governor or a concurrent resolution of the State Legislature, whichever occurs latest, unless terminated earlier by the City Disaster Council or City Council; and
- 4. **THAT** the City Council hereby declares that it would have adopted this Order and each section, subdivision, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subdivisions, subsections, sentences, clauses, or phrases, or the application thereof to any person or circumstance, be held invalid and as such, should any section, subdivision, subsection, sentence, clause, or phrase in this Order, or the application of this Order to any person or circumstances, is for any reason held invalid, the validity of the remainder of this Order, or the application of such provision contained therein to other persons or circumstances, shall not be affected thereby; and
- 5. **THAT** all the provisions heretofore adopted by the City Disaster Council or the City Council that are in conflict with the provisions of this Order are hereby repealed. However, notwithstanding the foregoing, and in order to prevent inconsistencies, the City Disaster Council or the City Council may suspend the effectiveness of this Order in the event that the President of the United States, the United States Congress, the Governor of the State of California, the California State Legislature or the Public Health Officer of the County of Riverside adopts legislation, a law, a regulation or order that supersedes this Order.

**APPROVED AND ADOPTED** this 7th day of April, 2020

\_\_\_\_\_  
Mayor of the City of Moreno Valley

ATTEST

APPROVED AS TO FORM

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Interim City Attorney

Resolution No. 2020-  
Date Adopted: April 7, 2020

Attachment: Resolution Suspending Contract Bidding Requirements [Revision 2] (3993 : Emergency Operations Resolutions)

**RESOLUTION NO. 2020-**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF MORENO VALLEY, CALIFORNIA  
AUTHORIZING THE CITY MANAGER/EMERGENCY DIRECTOR TO SUSPEND  
THE PURCHASING PROCEDURES SET FORTH  
IN CHAPTER 3.12 OF THE MUNICIPAL CODE  
RELATED TO THE COVID-19 VIRUS PANDEMIC EMERGENCY**

**WHEREAS**, pursuant to California Government Code Section 8630 and Section 2.40.060 of the City of Moreno Valley Municipal Code (MVMC), the City Council of the City of Moreno Valley adopted Resolution No. \_\_\_\_\_ proclaiming the existence of a Local Emergency due to the COVID-19 Virus Pandemic, which endangers the health and welfare of the residents and visitors of the City of Moreno Valley; and

**WHEREAS**, on March 4, 2020, the Governor of the State of California proclaimed a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the state prepare for broader spread of COVID-19; and

**WHEREAS**, on March 7, 2020, Riverside County Public Health Officer Dr. Cameron Kaiser declared a Local Health Emergency, citing Riverside County’s first locally acquired case of COVID-19; and

**WHEREAS**, on March 10, 2020, the Riverside County Board of Supervisors ratified the Local Health Emergency and activated the Medical Health Department Operations Center to better coordinate public messaging and planning among community partners as Riverside County officials prepare for the spread of COVID-19; and

**WHEREAS**, on March 11, 2020, the California Department of Public Health issued guidance that in order to protect public health and slow the rate of transmission of COVID-19, large gatherings of 250 people or more at concerts, conferences, and professional, college, and school sporting events should be postponed or canceled for at least the remainder of the month of March 2020 and that smaller gatherings held in venues such as crowded auditoriums, rooms or other venues that do not allow social distancing of six feet per person should be postponed or canceled; and

**WHEREAS**, on March 12, 2020, the Governor of the State of California issued Executive Order N-25-20 providing that all residents are to heed any orders and guidance of state and local public health officials, including but not limited to the imposition of social distancing measures, to control the spread of COVID-19 and that authorized local legislative bodies are permitted to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to attend and to address the local legislative body, during the period in which local public officials impose or recommend measures to promote social distancing, including but not limited to limitations on public events; and

**WHEREAS**, on March 12, 2020, the Riverside County Public Health Officer ordered the cancellation of all events within the jurisdiction of the Public Health Officer of the County of Riverside with an expected attendance of at least 250 individuals taking place between March 12, 2020 and April 30, 2020, regardless of venue; and

**WHEREAS**, on March 13, 2020, the President of the United States of America proclaimed and declared a National Emergency Concerning the Novel Coronavirus Disease (COVID-19) Outbreak and announced that the federal government would make emergency funding available to assist state and local governments in preventing the spread of and addressing the effects of COVID-19; and

**WHEREAS**, on March 16, 2020, the Governor issued Executive Order N-28-20 waiving certain requirements related to residential and commercial evictions and foreclosures to allow local jurisdictions more flexibility to prohibit residential and commercial evictions and foreclosures through May 31, 2020; and

**WHEREAS**, on March 16, 2020, the Riverside County Public Health Officer ordered the prohibition of all gatherings within the jurisdiction of the Public Health Officer of the County of Riverside with an expected presence of at least 10 individuals taking place between March 16, 2020 and April 30, 2020 inclusive, regardless of venue; and

**WHEREAS**, on March 17, 2020, the Governor issued Executive Order N-29-20 ordering that as to individuals currently eligible for benefits under Medi-Cal, CalFresh, CalWORKs, the Cash Assistance Program for Immigrants, the California Food Assistance Program, or In Home Supportive Services benefits, and to the extent necessary to allow such individuals to maintain eligibility for such benefits, any state law, including but not limited to California Code of Regulations, Title 22, section 50189(0) and Welfare and Institutions Code sections 18940 and 11265, that would require redetermination of such benefits is suspended for a period of 90 days from the date of Order N-29-20; and

**WHEREAS**, on March 19, 2020, the Governor issued Executive Order N-33-20 ordering that to protect public health, that all individuals living in the State of California stay home or at their place of residence (“Shelter in Place”) except as needed to maintain continuity of operations of the federal critical infrastructure sectors, as outlined at <https://www.cisa.gov/critical-infrastructure-sectors>; and

**WHEREAS**, on March 21, 2020, the Governor issued Executive Order N-35-20 suspending the Brown Act to the extent that Government Code Section 54952.2 would prevent a local government official from providing updates on emergency response collectively to the entire City Council; suspending any local ordinances, including noise limitations, that restrict, delay or otherwise inhibit the delivery of food products, pharmaceuticals and other essentials; confirming that retirees working under the working after retirement rules for local governments are also exempt from the time-based limitations referenced in Executive Order N-25-20 Section 7, issued March 12, 2020, if they are hired or retained in employment to ensure adequate staffing to respond to the

Attachment: Resolution Suspending Purchasing Procedures [Revision 1] (3993 : Emergency Operations Resolutions)

COVID-19 pandemic; and adding 60 days to the time a government tort claim must be submitted; and

**WHEREAS**, pursuant to Section 2.40.040 of the City of Moreno Valley Municipal Code (MVMC), is authorized to adopt emergency and mutual aid plans and amendments thereto, and agreements and such ordinances and resolutions and rules and regulations as are necessary to implement such plans and agreements; and

**WHEREAS**, on March 17, 2020, the Disaster Council, created pursuant to Section 2.40.030 of the City of Moreno Valley Municipal Code (MVMC), duly adopted a Pandemic Influenza Preparedness Plan which provides that upon activation of the Plan, the first and most important goal is to protect the health and safety of employees and people in the community; and

**WHEREAS**, Section 8634 of the Government Code provides that during a local emergency the governing body of a political subdivision, or officials designated thereby, may promulgate orders and regulations necessary to provide for the protection of life and property, including orders or regulations imposing a curfew within designated boundaries where necessary to preserve the public order and safety, provided that such orders and regulations and amendments and rescissions thereof shall be in writing and shall be given widespread publicity and notice; and

**WHEREAS**, there are instances when the circumstances under the COVID-19 Virus Pandemic Emergency will not permit a delay resulting from having to comply with the City’s purchasing procedures as set forth in Chapter 3.12 of the Municipal Code, and that certain purchases are immediately necessary to respond to the COVID-19 Virus Pandemic Emergency in a timely and efficient manner

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY FINDS AND ORDERS:**

**THAT** the City Manager/Emergency Services Director or designee is hereby authorized to suspend the purchasing procedures set forth in Chapter 3.12 “purchasing” of the Municipal Code to procure the necessary equipment, services, and supplies in order to respond immediately and effectively to the COVID-19 Virus Pandemic Emergency; and

**THAT** this Order shall become effective immediately and terminate on June 1, 2020, unless terminated earlier or extended by the City Manager/Director of Emergency Services or the City Council; and

**THAT** this Order shall ratify any and all purchases of equipment, supplies and other materials in response to the anticipated arrival of 195 individuals who may have been exposed to COVID-19 at March Air Force Base on or about January 29, 2020, and the 14-Day federal COVID-19 quarantine imposed on those 195 individuals at March Air Force Base, commencing January 31, 2020; and

Attachment: Resolution Suspending Purchasing Procedures [Revision 1] (3993 : Emergency Operations Resolutions)

**THAT** any section, subdivision, subsection, sentence, clause, or phrase in this Order, or the application of this Order to any person or circumstances, is for any reason held invalid, the validity of the remainder of this Order, or the application of such provision contained therein to other persons or circumstances, shall not be affected thereby; and

**THAT** the City Council hereby declares that it would have adopted this Order and each section, subdivision, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subdivisions, subsections, sentences, clauses, or phrases, or the application thereof to any person or circumstance, be held invalid.

**APPROVED AND ADOPTED** this 7th day of April, 2020

\_\_\_\_\_  
Mayor of the City of Moreno Valley

ATTEST

APPROVED AS TO FORM

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Interim City Attorney

Resolution No. 2020-  
Date Adopted: April 7, 2020

Attachment: Resolution Suspending Purchasing Procedures [Revision 1] (3993 : Emergency Operations Resolutions)

**RESOLUTION NO. 2020-**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF MORENO VALLEY, CALIFORNIA  
DIRECTING THE CITY DISASTER COUNCIL  
AND/OR CITY MANAGER/EMERGENCY SERVICES DIRECTOR  
TO SEEK, APPLY FOR AND ACCEPT ANY FINANCIAL ASSISTANCE,  
GRANTS, REIMBURSEMENTS THE CITY IS ELIGIBLE TO RECEIVE UNDER ANY  
STATE OR FEDERAL PROGRAMS, AGENCIES OR OFFICES INCLUDING BUT NOT  
LIMITED TO THE GOVERNOR'S OFFICE OF EMERGENCY SERVICES, THE  
UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES (HHS),  
THE CENTERS FOR DISEASE CONTROL AND PREVENTION (CDC),  
AND/OR FEMA**

**WHEREAS**, pursuant to California Government Code Section 8630 and Section 2.40.060 of the Moreno Valley Municipal Code, the City Council of the City of Moreno Valley adopted Resolution No. \_\_\_\_\_ proclaiming the existence of a Local Emergency due to the COVID-19 Virus Pandemic, which endangers the health and welfare of the residents and visitors of the City of Moreno Valley; and

**WHEREAS**, on March 4, 2020, the Governor of the State of California proclaimed a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the state prepare for broader spread of COVID-19; and

**WHEREAS**, on March 7, 2020, Riverside County Public Health Officer Dr. Cameron Kaiser declared a Local Health Emergency, citing Riverside County's first locally acquired case of COVID-19; and

**WHEREAS**, on March 10, 2020, the Riverside County Board of Supervisors ratified the Local Health Emergency and activated the Medical Health Department Operations Center to better coordinate public messaging and planning among community partners as Riverside County officials prepare for the spread of COVID-19; and

**WHEREAS**, on March 11, 2020, the California Department of Public Health issued guidance that in order to protect public health and slow the rate of transmission of COVID-19, large gatherings of 250 people or more at concerts, conferences, and professional, college, and school sporting events should be postponed or canceled for at least the remainder of the month of March 2020 and that smaller gatherings held in venues such as crowded auditoriums, rooms or other venues that do not allow social distancing of six feet per person should be postponed or canceled; and

**WHEREAS**, on March 12, 2020, the Governor of the State of California issued Executive Order N-25-20 providing that all residents are to heed any orders and guidance of state and local public health officials, including but not limited to the imposition of social

distancing measures, to control the spread of COVID-19 and that authorized local legislative bodies are permitted to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to attend and to address the local legislative body, during the period in which local public officials impose or recommend measures to promote social distancing, including but not limited to limitations on public events; and

**WHEREAS**, on March 12, 2020, the Riverside County Public Health Officer ordered the cancellation of all events within the jurisdiction of the Public Health Officer of the County of Riverside with an expected attendance of at least 250 individuals taking place between March 12, 2020 and April 30, 2020, regardless of venue; and

**WHEREAS**, on March 13, 2020, the President of the United States of America proclaimed and declared a National Emergency Concerning the Novel Coronavirus Disease (COVID-19) Outbreak and announced that the federal government would make emergency funding available to assist state and local governments in preventing the spread of and addressing the effects of COVID-19; and

**WHEREAS**, on March 16, 2020, the Governor issued Executive Order N-28-20 waiving certain requirements related to residential and commercial evictions and foreclosures to allow local jurisdictions more flexibility to prohibit residential and commercial evictions and foreclosures through May 31, 2020; and

**WHEREAS**, on March 16, 2020, the Riverside County Public Health Officer ordered the prohibition of all gatherings within the jurisdiction of the Public Health Officer of the County of Riverside with an expected presence of at least 10 individuals taking place between March 16, 2020 and April 30, 2020 inclusive, regardless of venue; and

**WHEREAS**, on March 17, 2020, the Governor issued Executive Order N-29-20 ordering that as to individuals currently eligible for benefits under Medi-Cal, CalFresh, CalWORKs, the Cash Assistance Program for Immigrants, the California Food Assistance Program, or In Home Supportive Services benefits, and to the extent necessary to allow such individuals to maintain eligibility for such benefits, any state law, including but not limited to California Code of Regulations, Title 22, section 50189(0) and Welfare and Institutions Code sections 18940 and 11265, that would require redetermination of such benefits is suspended for a period of 90 days from the date of Order N-29-20; and

**WHEREAS**, on March 19, 2020, the Governor issued Executive Order N-33-20 ordering that to protect public health, that all individuals living in the State of California stay home or at their place of residence (“Shelter in Place”) except as needed to maintain continuity of operations of the federal critical infrastructure sectors, as outlined at <https://www.cisa.gov/critical-infrastructure-sectors>; and

WHEREAS, Governor’s Executive Order N-33-20 identified 16 critical infrastructure sectors whose assets, systems and networks which are so vital to the United States that their incapacitation or destruction would have a debilitating effect on



security, economic security, public health or safety, or any combination thereof includes Public Works projects; and

**WHEREAS**, on March 21, 2020, the Governor issued Executive Order N-35-20 suspending the Brown Act to the extent that Government Code Section 54952.2 would prevent a local government official from providing updates on emergency response collectively to the entire City Council; suspending any local ordinances, including noise limitations, that restrict, delay or otherwise inhibit the delivery of food products, pharmaceuticals and other essentials; confirming that retirees working under the working after retirement rules for local governments are also exempt from the time-based limitations referenced in Executive Order N-25-20 Section 7, issued March 12, 2020, if they are hired or retained in employment to ensure adequate staffing to respond to the COVID-19 pandemic; and adding 60 days to the time a government tort claim must be submitted; and

**WHEREAS**, pursuant to Section 2.40.040 of the Moreno Valley Municipal Code, is authorized to adopt emergency and mutual aid plans and amendments thereto, and agreements and such ordinances and resolutions and rules and regulations as are necessary to implement such plans and agreements; and

**WHEREAS**, on March 17, 2020, the Disaster Council, created pursuant to Section 2.40.030 of the Moreno Valley Municipal Code, duly adopted a Pandemic Influenza Preparedness Plan which provides that upon activation of the Plan, the first and most important goal is to protect the health and safety of employees and people in the community; and

**WHEREAS**, as part of the declaration of the COVID-19 pandemic as a national emergency, public assistance (PA) funding is available from the Federal Emergency Management Agency (FEMA) to eligible local government entities; and

**WHEREAS**, the President issued a national emergency declaration for the coronavirus pandemic on March 13, opening the opportunity for assistance through FEMA programs; and

**WHEREAS**, FEMA's PA program supports communities' recovering from disasters by providing them with grant assistance for debris removal, life-saving emergency protective measures, and restoring public infrastructure; and

**WHEREAS**, local governments are eligible to apply for PA funding which is FEMA's largest grant program; and

**WHEREAS**, FEMA has announced that certain emergency protective measures taken to respond to the COVID-19 emergency may be eligible for reimbursement under Category B of the PA program and that FEMA will assist with such emergency protective measures at a 75% federal cost share (with applicants covering the other 25%); and

**WHEREAS**, if not eligible for reimbursement through Health and Human Services (HHS) or Centers for Disease Control and Prevention (CDC), FEMA may provide PA for certain emergency protective measures, including but not limited to management, control and reduction of immediate threats to public health and safety, such as Emergency Operation Center costs, training specific to the declared event and disinfection of eligible public facilities, medical facility services and supplies, temporary medical facilities and/or enhanced medical/hospital capacity, use of specialized medical equipment, medical waste disposal, emergency medical transport, medical sheltering (e.g., when existing facilities are reasonably forecasted to become overloaded in the near future and cannot accommodate needs); and

**WHEREAS**, as of March 23, FEMA is implementing a simplified online PA program application process for recipients and applicants requesting reimbursement related to COVID-19 Federal emergency and major disaster declarations; and

**WHEREAS**, the simplified PA application process is new and intended to address the magnitude of the COVID-19 pandemic and allow local officials to receive eligible funding more quickly; and

**WHEREAS**, the simplified PA application process is set forth in the attached “Coronavirus Update: FEMA Public Assistance Application Information.

**WHEREAS**, Government Code Section 8682.9 of California Disaster Assistance Act provides that the Director of the Office of Emergency Services shall adopt regulations, as necessary, to govern the administration of the State’s Disaster Assistance Program to include specific project eligibility requirements, a procedure for local governments to request the implementation of any disaster assistance programs, and a method for evaluating such requests by the Office of Emergency Services; and

**WHEREAS**, Government Code Section 8685 of California Disaster Assistance Act provides that moneys appropriated under the California Disaster Assistance Act may be used to provide financial assistance for the following local agency costs: (a) local agency personnel costs, equipment costs, and the cost of supplies and materials used during disaster response activities, incurred as a result of a state of emergency proclaimed by the Governor, excluding the normal hourly wage costs of employees engaged in emergency work activities; (b) to repair, restore, reconstruct, or replace facilities belonging to local agencies damaged as a result of disaster, such as but not limited to epidemics that the Governor determines presents a threat to public safety; (c) matching fund assistance for cost sharing required under federal disaster assistance programs; (d) indirect administrative costs and any other assistance deemed necessary by the Director of the Office of Emergency Services; and (e) necessary and required site preparation costs for mobilehomes, travel trailers, and other manufactured housing units provided and operated by FEMA; and

**WHEREAS**, Government Code Section 8685.4 of California Disaster Assistance Act provides that a local agency shall make application to the Director of the Office of

Emergency Services for state financial assistance within 60 days after the date of the proclamation of a local emergency.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY FINDS AND ORDERS:**

1. **THAT** the City Disaster Council and/or City Manager/Emergency Services Director or designee is hereby authorized and directed to seek, apply for and accept any financial assistance, grants, reimbursements the City is eligible to receive under any state or federal programs, agencies or offices including but not limited to the Governor's Office of Emergency Services, the United States Department of Health and Human Services (HHS), the Centers for Disease Control and Prevention (CDC), and/or FEMA; and
2. **THAT** this Order shall become effective immediately and be applied retroactively to the date the President issued a national emergency declaration for the coronavirus pandemic and/or the date the Governor proclaims a State of Emergency, and shall remain in effect through June 1, 2020, or until the Governor's State of Emergency is terminated pursuant to Section 8629 of the Government Code by a proclamation of the Governor or a concurrent resolution of the State Legislature, whichever occurs latest, unless terminated earlier by the City Disaster Council or City Council; and
3. **THAT** the City Council hereby declares that it would have adopted this Order and each section, subdivision, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subdivisions, subsections, sentences, clauses, or phrases, or the application thereof to any person or circumstance, be held invalid and as such, should any section, subdivision, subsection, sentence, clause, or phrase in this Order, or the application of this Order to any person or circumstances, is for any reason held invalid, the validity of the remainder of this Order, or the application of such provision contained therein to other persons or circumstances, shall not be affected thereby; and
4. **THAT** all the provisions heretofore adopted by the City Disaster Council or the City Council that are in conflict with the provisions of this Order are hereby repealed. However, notwithstanding the foregoing, and in order to prevent inconsistencies, the City Disaster Council or the City Council may suspend the effectiveness of this Order in the event that the President of the United States, the United States Congress, the Governor of the State of California, the California State Legislature or the Public Health Officer of the County of Riverside adopts legislation, a law, a regulation or order that supersedes this Order.

**APPROVED AND ADOPTED** this 7th day of April, 2020

\_\_\_\_\_  
Mayor of the City of Moreno Valley

ATTEST

APPROVED AS TO FORM

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Interim City Attorney

Resolution No. 2020-  
Date Adopted: April 7, 2020

Attachment: Resolution seeking grants and reimbursements [Revision 2] (3993 : Emergency Operations Resolutions)

The latest [Updates and Resources on Novel Coronavirus \(COVID-19\)](#) (/2020-01-22-updates-and-resources-novel-coronavirus-2019-cov).



# Coronavirus Update: FEMA Public Assistance Application Information

[Home \(/\)](#) / [Advocacy \(/taxonomy/term/109\)](#) / [Advisory \(/advisories\)](#)

As part of the declaration of the COVID-19 pandemic as a national emergency, public assistance (PA) funding is available from the Federal Emergency Management Agency (FEMA) to eligible State, Territorial, Tribal, local government entities and certain private non-profit (PNP) organizations. To assist hospitals and health systems better understand the process for applying for PA funding, the AHA worked with Jones Day to provide additional details as discussed below.

The President issued a national emergency declaration for the coronavirus pandemic on March 13, opening the opportunity for assistance through FEMA programs. As of March 20, all 50 states, the District of Columbia, five territories and one tribe were working directly with FEMA under the Nationwide Emergency Declaration for COVID-19.

## FEMA Public Assistance Program

FEMA's PA program supports communities' recovering from disasters by providing them with grant assistance for debris removal, life-saving emergency protective measures, and restoring public infrastructure. Local governments, states, tribes, territories and certain private nonprofit organizations are eligible to apply for PA funding. Public Assistance is FEMA's largest grant program.

# Emergency Protective Measures

FEMA has announced that certain emergency protective measures (<https://www.fema.gov/news-release/2020/03/19/coronavirus-covid-19-pandemic-eligible-emergency-protective-measures>) taken to respond to the COVID-19 emergency may be eligible for reimbursement under Category B of the PA program. FEMA will assist with such emergency protective measures at a 75% federal cost share (with Applicants covering the other 25%).

If not eligible for reimbursement through Health and Human Services (HHS) or Centers for Disease Control and Prevention (CDC), FEMA may provide PA for the following emergency protective measures:

- Management, control and reduction of immediate threats to public health and safety:
  - Emergency Operation Center costs
  - Training specific to the declared event
  - Disinfection of eligible public facilities
- Emergency medical care:
  - Non-deferrable medical treatment of infected persons in a shelter or temporary medical facility
  - Related medical facility services and supplies
  - Temporary medical facilities and/or enhanced medical/hospital capacity (for treatment when existing facilities are reasonably forecasted to become overloaded in the near term and cannot accommodate the patient load or to quarantine potentially infected persons)
  - Use of specialized medical equipment
  - Medical waste disposal
  - Emergency medical transport
- Medical sheltering (e.g., when existing facilities are reasonably forecasted to become overloaded in the near future and cannot accommodate needs)
  - Under President Trump's national emergency declaration, FEMA's Regional Administrators have been delegated authority to approve requests for non-congregate sheltering (<https://www.fema.gov/news-release/2020/03/19/public-assistance-non-congregate-sheltering-delegation-authority>) for the duration of the Secretary of HHS' declaration of a Public Health Emergency for COVID-19.

## PA Program Eligibility

States, tribal governments, local governments, and certain PNPs with an IRS effective ruling letter granting tax exemption under section 501(c), (d), or (e), including hospitals and related facilities, clinics, long-term care facilities, and outpatient facilities.

# PA Program Application Process

As of March 23, FEMA is implementing a simplified online PA program application process for Recipients and Applicants requesting reimbursement related to COVID-19 federal emergency and major disaster declarations. Recipients are states, tribes, or territories that receive and administer PA awards. Applicants are state, local, tribal and territorial governments, or eligible private nonprofits, submitting a request for assistance under a recipient's federal award.

The simplified PA application process is new and intended to address the magnitude of the COVID-19 pandemic and allow local officials to receive eligible funding more quickly. As such, certain steps in the typical PA program application process have been removed.

The simplified PA application process is reflected in the chart below:

1. **Declaration:** State, tribal, or local government (Recipient) requests and receives Presidential emergency or major disaster declaration;
  - a. The President has issued declarations for all 50 states and D.C.
2. **Applicant Briefing:** Recipient and FEMA will provide virtual briefings for potential PA Applicants to inform them of available assistance and how to apply;
  - a. Typically, Recipient(s) must inform potential applications of date, time, and location of briefing;
    - a. Information released thus far indicates that FEMA and Recipient may provide coordinated, nation-wide briefings;
  - b. Briefing must provide information on, among other items, application procedures, project funding, general eligibility criteria, documentation requirements;
  - c. Applicants can learn the applicable Recipient information from Grants Manager / Grants Portal Hotline (866) 337-8448 (tel:1-866-337-8448)
3. **PA Grants Portal:** Applicants will eventually submit a Request for Public Assistance (RPA) form online at the PA Grants Portal, available at [www.grantee.fema.gov](http://www.grantee.fema.gov) (<https://grantee.fema.gov/>).
  - a. Recipients must set up accounts on PA Grants Portal for themselves and Applicants. Applicants should contact the appropriate Recipient to obtain PA Grants Portal log-in information;
  - b. Application support and tutorials are available on the resource tab of the portal.
4. **Online Form:** FEMA is developing an online form for Applicants to complete
  - a. Applicants will be asked to provide information on work activities, primary contact information, addresses, limited supporting documentation, and a cost estimate;
    - a. Typically, Applicants would submit RPA form, FEMA Form 90-49 ([https://www.fema.gov/media-library-data/1505397829631-758807d2f22ea320a71a74ade429675d/FEMA\\_Form\\_009-0-49\\_RPA\\_508\\_FINAL.pdf](https://www.fema.gov/media-library-data/1505397829631-758807d2f22ea320a71a74ade429675d/FEMA_Form_009-0-49_RPA_508_FINAL.pdf)), to the Recipient (state, tribe, or territory), which would collect and submit RPAs to FEMA. It does not appear that the simplified PA application process will use the RPA FEMA Form 90-49.

- b. FEMA has published video tutorials with instructions for submitting RPAs online:  
<https://www.youtube.com/watch?v=Uq9rc5h5gkU> (<https://www.youtube.com/watch?v=Uq9rc5h5gkU>)
  - c. On March 21, FEMA extended the 30-day deadline for submitting RPAs to remain open for the duration of the Public Health Emergency declared by HHS, unless the FEMA Assistant Administrator, Recovery Directorate, decides an earlier deadline is appropriate (in which case, FEMA will provide 30-day advance notification).
  - d. FEMA will accept RPAs for 30 days after the end of the HHS Public Emergency declaration.
5. **Other Typical PA Program Meeting Eliminated:** The simplified PA program application process eliminates many of the steps typically involved in a PA application, such as recovery scoping meetings site inspections, and reduced documentation requirements.
6. **FEMA-State/Tribal/Territorial Agreements:** Prior to funding, Recipients must sign FEMA-State/Tribal/Territorial Agreements, submit signed Federal Grant Applications (SF-424), and update Recipient Public Assistance Administrative Plans.

## Eligible Costs for PA Grant

Costs must be directly tied to the performance of eligible work, documented, and reasonable in nature and amount. Examples of eligible costs include:

- For emergency work:
  - Overtime labor for budgeted employees and straight-time and overtime labor for unbudgeted employees;
  - Backfill employee labor, Call-back pay, Night-time pay, Weekend differential pay, Stand-by time;
- Necessary equipment;
- Necessary supplies and materials.

## Recordkeeping

PA Applicants should maintain all cost documentation.

## Key Resources

**Coronavirus Update: FEMA Public Assistance Application Information**



## Related Resources



### OTHER RESOURCES

#### **Answering Kids' Questions about COVID-19 (/other-resources/2020-03-30-answering-kids-questions-about-covid-19)**

What better way to learn about how to talk with children about COVID-19 than getting a child's perspective? In a seven-minute video...

### OTHER RESOURCES

#### **Hospitals Honoring Health Care Heroes (/other-resources/2020-03-30-hospitals-honoring-health-care-heroes)**

Carle Foundation Hospital in Urbana, Illinois, is letting their health care teams know how much they are appreciated by placing signs of gratitude at...

### LETTER/COMMENT

#### **AHA Urges Flexibility with Expansion of Medicare Accelerated Payment Program (/lettercomment/2020-03-30-aha-urges-flexibility-)**

In a letter to CMS Administrator Seema Verma regarding the expansion of Medicare's accelerated payment program and creation of an add-on payment for Medicare...

### SPECIAL BULLETIN

#### **Special Bulletin: CARES Act Financial Resources to Assist Hospitals and Health Systems during COVID-19 Crisis**

The Coronavirus Aid, Relief and Economic Security (CARES) Act authorized \$2.2 trillion in new spending to help individuals and businesses weather the economic...

### FACT SHEETS

#### **Frequently Asked Questions Regarding ICD-10-CM Coding for COVID-19 (/fact-sheets/2020-03-30-frequently-asked-questions-)**

What is the ICD-10-CM code for COVID-19? (rev. 3/26/2020) ICD-10-CM code U07.1, COVID-19, may be used for discharges/date of service on or after April...

<a href="#">1 (?field_type_target_id_2=All&amp;page=0)</a>	<a href="#">2 (?field_type_target_id_2=All&amp;page=1)</a>
<a href="#">3 (?field_type_target_id_2=All&amp;page=2)</a>	<a href="#">4 (?field_type_target_id_2=All&amp;page=3)</a>
<a href="#">5 (?field_type_target_id_2=All&amp;page=4)</a>	<a href="#">6 (?field_type_target_id_2=All&amp;page=5)</a>
<a href="#">7 (?field_type_target_id_2=All&amp;page=6)</a>	<a href="#">8 (?field_type_target_id_2=All&amp;page=7)</a>
<a href="#">9 (?field_type_target_id_2=All&amp;page=8)</a>	<a href="#">10 (?field_type_target_id_2=All&amp;page=9)</a>
<a href="#">Next › (?field_type_target_id_2=All&amp;page=1)</a>	<a href="#">Last » (?field_type_target_id_2=All&amp;page=9)</a>

**RELATED TOPICS:** [Novel Coronavirus \(COVID-19\) \(/topics/novel-coronavirus-covid-19\)](#)  
[COVID-19: Organizational Preparedness and Capacity Planning \(/topics/covid-19-organizational-preparedness-and-capacity-planning\)](#)

RELATED

## News Articles

<p><b>CARES Act reforms privacy law covering substance use disorder treatment records</b>  <a href="/news/headline/2020-03-30-cares-act-reforms-privacy-law-covering-substance-use-disorder-treatment">(/news/headline/2020-03-30-cares-act-reforms-privacy-law-covering-substance-use-disorder-treatment)</a></p>	<p><b>Joint Commission issues new COVID-19 FAQs</b>  <a href="/news/headline/2020-03-30-joint-commission-issues-new-covid-19-faqs">(/news/headline/2020-03-30-joint-commission-issues-new-covid-19-faqs)</a></p> <p>🕒 Mar 30, 2020</p>	<p><b>FDA is EUAs</b>  <a href="/news/issues/ppe">(/news/issues/ppe)</a></p> <p>🕒 Mar</p>
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RELATED

## Events & Education

<p><b>Solution Sharing Open Forum: The Health Care Supply Chain’s Response to COVID-19</b> March 27 9:00 a.m. <a href="/education-">(/education-</a></p>	<p><b>Coronavirus Update—What Health Care Professionals Need to Know to Prepare for COVID-19</b>  <a href="/education-events/coronavirus-">(/education-events/coronavirus-</a></p>	<p><b>Health 19 Saf Know</b></p>
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[events/solution-sharing-open-forum-health-care-supply-chains-response-covid-19-march-27](#)

[update-what-health-care-professionals-need-know-prepare-covid-19](#)

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*Advancing Health in America*

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**ADVOCACY (/ADVOCACY/2019-04-05-AHA-2019-ADVOCACY-AGENDA)**

**CAREER RESOURCES (/ABOUT/CAREERS-AHA)**

**DATA & INSIGHTS (/DATA-INSIGHTS/HEALTH-CARE-BIG-PICTURE)**

**EDUCATION AND EVENTS (/CALENDAR)**

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**RESOLUTION NO. 2020-**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF MORENO VALLEY, CALIFORNIA  
GRANTING QUALIFIED IMMUNITY TO CERTAIN MEDICAL PROFESSIONALS  
AND VETERINARIANS OR REGISTERED VETERINARY TECHNICIANS  
WHO RENDER SERVICES DURING THE CITY'S LOCAL STATE OF EMERGENCY  
AT THE EXPRESS OR IMPLIED REQUEST OF THE CITY DISASTER COUNCIL,  
CITY MANAGER/EMERGENCY SERVICES DIRECTOR AND/OR CITY COUNCIL**

**WHEREAS**, pursuant to California Government Code Section 8630 and Section 2.40.060 of the Moreno Valley Municipal Code, the City Council of the City of Moreno Valley adopted Resolution No. \_\_\_\_\_ proclaiming the existence of a Local Emergency due to the COVID-19 Virus Pandemic, which endangers the health and welfare of the residents and visitors of the City of Moreno Valley; and

**WHEREAS**, on March 4, 2020, the Governor of the State of California proclaimed a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the state prepare for broader spread of COVID-19; and

**WHEREAS**, on March 7, 2020, Riverside County Public Health Officer Dr. Cameron Kaiser declared a Local Health Emergency, citing Riverside County's first locally acquired case of COVID-19; and

**WHEREAS**, on March 10, 2020, the Riverside County Board of Supervisors ratified the Local Health Emergency and activated the Medical Health Department Operations Center to better coordinate public messaging and planning among community partners as Riverside County officials prepare for the spread of COVID-19; and

**WHEREAS**, on March 11, 2020, the California Department of Public Health issued guidance that in order to protect public health and slow the rate of transmission of COVID-19, large gatherings of 250 people or more at concerts, conferences, and professional, college, and school sporting events should be postponed or canceled for at least the remainder of the month of March 2020 and that smaller gatherings held in venues such as crowded auditoriums, rooms or other venues that do not allow social distancing of six feet per person should be postponed or canceled; and

**WHEREAS**, on March 12, 2020, the Governor of the State of California issued Executive Order N-25-20 providing that all residents are to heed any orders and guidance of state and local public health officials, including but not limited to the imposition of social distancing measures, to control the spread of COVID-19 and that authorized local legislative bodies are permitted to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to attend and to address the local legislative body, during the period in which local public officials impose or recommend measures to promote social distancing,

Attachment: Resolution Granting Immunity to Doctors and Vets (3993 : Emergency Operations Resolutions)

including but not limited to limitations on public events; and

**WHEREAS**, on March 12, 2020, the Riverside County Public Health Officer ordered the cancellation of all events within the jurisdiction of the Public Health Officer of the County of Riverside with an expected attendance of at least 250 individuals taking place between March 12, 2020 and April 30, 2020, regardless of venue; and

**WHEREAS**, on March 13, 2020, the President of the United States of America proclaimed and declared a National Emergency Concerning the Novel Coronavirus Disease (COVID-19) Outbreak and announced that the federal government would make emergency funding available to assist state and local governments in preventing the spread of and addressing the effects of COVID-19; and

**WHEREAS**, on March 16, 2020, the Governor issued Executive Order N-28-20 waiving certain requirements related to residential and commercial evictions and foreclosures to allow local jurisdictions more flexibility to prohibit residential and commercial evictions and foreclosures through May 31, 2020; and

**WHEREAS**, on March 16, 2020, the Riverside County Public Health Officer ordered the prohibition of all gatherings within the jurisdiction of the Public Health Officer of the County of Riverside with an expected presence of at least 10 individuals taking place between March 16, 2020 and April 30, 2020 inclusive, regardless of venue; and

**WHEREAS**, on March 17, 2020, the Governor issued Executive Order N-29-20 ordering that as to individuals currently eligible for benefits under Medi-Cal, CalFresh, CalWORKs, the Cash Assistance Program for Immigrants, the California Food Assistance Program, or In Home Supportive Services benefits, and to the extent necessary to allow such individuals to maintain eligibility for such benefits, any state law, including but not limited to California Code of Regulations, Title 22, section 50189(0) and Welfare and Institutions Code sections 18940 and 11265, that would require redetermination of such benefits is suspended for a period of 90 days from the date of Order N-29-20; and

**WHEREAS**, on March 19, 2020, the Governor issued Executive Order N-33-20 ordering that to protect public health, that all individuals living in the State of California stay home or at their place of residence (“Shelter in Place”) except as needed to maintain continuity of operations of the federal critical infrastructure sectors, as outlined at <https://www.cisa.gov/critical-infrastructure-sectors>; and

WHEREAS, Governor’s Executive Order N-33-20 identified 16 critical infrastructure sectors whose assets, systems and networks which are so vital to the United States that their incapacitation or destruction would have a debilitating effect on security, economic security, public health or safety, or any combination thereof includes Public Works projects; and

**WHEREAS**, on March 21, 2020, the Governor issued Executive Order N-35-20 suspending the Brown Act to the extent that Government Code Section 54952.2 would

Attachment: Resolution Granting Immunity to Doctors and Vets (3993 : Emergency Operations Resolutions)

prevent a local government official from providing updates on emergency response collectively to the entire City Council; suspending any local ordinances, including noise limitations, that restrict, delay or otherwise inhibit the delivery of food products, pharmaceuticals and other essentials; confirming that retirees working under the working after retirement rules for local governments are also exempt from the time-based limitations referenced in Executive Order N-25-20 Section 7, issued March 12, 2020, if they are hired or retained in employment to ensure adequate staffing to respond to the COVID-19 pandemic; and adding 60 days to the time a government tort claim must be submitted; and

**WHEREAS**, pursuant to Section 2.40.040 of the Moreno Valley Municipal Code, is authorized to adopt emergency and mutual aid plans and amendments thereto, and agreements and such ordinances and resolutions and rules and regulations as are necessary to implement such plans and agreements; and

**WHEREAS**, on March 17, 2020, the Disaster Council, created pursuant to Section 2.40.030 of the Moreno Valley Municipal Code, duly adopted a Pandemic Influenza Preparedness Plan which provides that upon activation of the Plan, the first and most important goal is to protect the health and safety of employees and people in the community; and

**WHEREAS**, the California Emergency Services Act, as set forth in Government Code Section 8550 et seq., covers the entire range of disaster and emergency powers and responsibilities of local government dealing with any natural or manmade disasters or a state of war; and

**WHEREAS**, paragraph (a) of Government Code Section 8659 of the California Emergency Services Act provides that any physician or surgeon (whether licensed in California or any other state), hospital, pharmacist, respiratory care practitioner, nurse, or dentist who renders services during any state of war emergency, a state of emergency, or a local emergency at the express or implied request of any responsible state or local official or agency shall have no liability for any injury sustained by any person by reason of those services, regardless of how or under what circumstances or by what cause those injuries are sustained; provided, however, that the immunity herein granted shall not apply in the event of a willful act or omission; and

**WHEREAS**, paragraph (b) of Government Code Section 8659 of the California Emergency Services Act provides that any veterinarian or registered veterinary technician who renders services during any state of war emergency, a state of emergency, or a local emergency at the express or implied request of any responsible state or local official or agency shall have no liability for any injury sustained by any animal by reason of those services, regardless of how or under what circumstances or by what cause those injuries are sustained; provided, however, that the immunity herein granted shall not apply in the event of a willful act or omission; and

**WHEREAS**, the City Disaster Council recommends that the City Council authorize the City Disaster Council and/or City Manager/Emergency Services Director or designee to request, expressly or impliedly, the services of any physician or surgeon (whether licensed in California or any other state), hospital, pharmacist, respiratory care practitioner, nurse, or dentist for purposes related to the COVID-19 Virus Pandemic Local Emergency; and

**WHEREAS**, the City Disaster Council also recommends that the City Council authorize the City Disaster Council and/or City Manager/Emergency Services Director or designee to request, expressly or impliedly, the services of any veterinarian or registered veterinary technician for purposes related to the COVID-19 Virus Pandemic Local Emergency.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY FINDS AND ORDERS:**

1. **THAT** the City Manager/Emergency Services Director or designee is hereby authorized, for the duration of the COVID-19 Virus Pandemic Local Emergency, to request, expressly or impliedly, the services of any veterinarian or registered veterinary technician for purposes related to the COVID-19 Virus Pandemic Local Emergency; and
2. **THAT** the City Manager/Emergency Services Director or designee is hereby authorized, for the duration of the COVID-19 Virus Pandemic Local Emergency, to request, expressly or impliedly, the services of any physician or surgeon (whether licensed in California or any other state), hospital, pharmacist, respiratory care practitioner, nurse, or dentist for purposes related to the COVID-19 Virus Pandemic Local Emergency; and
3. **THAT**, pursuant to paragraph (a) of Government Code Section 8659 of the California Emergency Services Act, any physician or surgeon (whether licensed in California or any other state), hospital, pharmacist, respiratory care practitioner, nurse, or dentist who renders services during the COVID-19 Virus Pandemic Local Emergency at the express or implied request of The City Disaster Council, City Manager/Emergency Services Director and/or City Council shall have no liability for any injury sustained by any person by reason of those services, regardless of how or under what circumstances or by what cause those injuries are sustained; provided, however, that the immunity herein granted shall not apply in the event of a willful act or omission; and
4. **THAT**, pursuant to paragraph (a) of Government Code Section 8659 of the California Emergency Services Act, any any veterinarian or registered veterinary technician who renders services during the COVID-19 Virus Pandemic Local Emergency at the express or implied request of The City Disaster Council, City Manager/Emergency Services Director and/or City Council shall have no liability for any injury sustained by any animal by reason

Attachment: Resolution Granting Immunity to Doctors and Vets (3993 : Emergency Operations Resolutions)



of those services, regardless of how or under what circumstances or by what cause those injuries are sustained; provided, however, that the immunity herein granted shall not apply in the event of a willful act or omission; and

- 5. **THAT** this Order shall become effective immediately and shall remain in effect through June 1, 2020, or until the Governor’s State of Emergency is terminated pursuant to Section 8629 of the Government Code by a proclamation of the Governor or a concurrent resolution of the State Legislature, whichever occurs latest, unless terminated earlier by the City Disaster Council or City Council; and
- 6. **THAT** the City Council hereby declares that it would have adopted this Order and each section, subdivision, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subdivisions, subsections, sentences, clauses, or phrases, or the application thereof to any person or circumstance, be held invalid and as such, should any section, subdivision, subsection, sentence, clause, or phrase in this Order, or the application of this Order to any person or circumstances, is for any reason held invalid, the validity of the remainder of this Order, or the application of such provision contained therein to other persons or circumstances, shall not be affected thereby; and
- 7. **THAT** all the provisions heretofore adopted by the City Disaster Council or the City Council that are in conflict with the provisions of this Order are hereby repealed. However, notwithstanding the foregoing, and in order to prevent inconsistencies, the City Disaster Council or the City Council may suspend the effectiveness of this Order in the event that the President of the United States, the United States Congress, the Governor of the State of California, the California State Legislature or the Public Health Officer of the County of Riverside adopts legislation, a law, a regulation or order that supersedes this Order.

**APPROVED AND ADOPTED** this 7th day of April, 2020

\_\_\_\_\_  
Mayor of the City of Moreno Valley

ATTEST

APPROVED AS TO FORM

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Interim City Attorney

Resolution No. 2020-  
Date Adopted: April 7, 2020

Attachment: Resolution Granting Immunity to Doctors and Vets (3993 : Emergency Operations Resolutions)



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Marshall Eyerman, Assistant City Manager

**AGENDA DATE:** April 7, 2020

**TITLE:** PUBLIC HEARING TO ADOPT SUBSTANTIAL AMENDMENT #4 TO THE FY 2019-2020 ANNUAL ACTION PLAN

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### **RECOMMENDED ACTION**

#### **Recommendations: That the City Council:**

1. Conduct a Public Hearing to allow public comment on the proposed Substantial Amendment #4 to the FY 2019-2020 Annual Action Plan.
2. Review and adopt the proposed Substantial Amendment #4 to the FY 2019-2020 Annual Action Plan.
3. Authorize a budget amendment as set forth in the fiscal impact section and authorize the Chief Financial Officer to allocate grant funds between HUD-approved grant activities.

### **SUMMARY**

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This report recommends that the Council conduct a Public Hearing to update the FY 2019-2020 Annual Action Plan changing the following projects funded by the Emergency Solutions Grants (ESG):

1. Reduce funding for Social Work Action Group (SWAG) Homeless Street Outreach Program ESG 2019 and
2. Include and allocate funding for Salvation Army's Street Outreach Program ESG 2019.

The amendment to the Action Plan would reallocate funding from SWAG, previously approved by City Council on May 7, 2019, to Salvation Army's Street Outreach Program, which will provide additional resources for homeless outreach efforts and

will help the City to meet the commitment and expenditure deadlines as imposed by the Office of Housing and Urban Development (HUD).

The staff report was reviewed by the Finance Sub Committee at their March 24, 2020 meeting and recommended to move to City Council for review.

## **DISCUSSION**

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As a recipient of federal grant funding, the City of Moreno Valley completes a five-year Consolidated Plan and an Annual Action Plan Update that details the use of the grant funds issued to the City by the Department of Housing and Urban Development (HUD). Federal law requires that in cases where there are substantial changes to an approved Plan that cities notify its citizens of the proposed amendment and provide them the opportunity to comment by holding a Public Hearing, then submitting the Council- approved 'Substantial Amendment(s)' to HUD for final approval.

This staff report requests the City Council approve the amendment and award of funding to update the following projects:

1. Reduce funding for SWAG's Homeless Street Outreach Program-ESG 2019-(\$35,000) and
2. Increase funding and add Salvation Army's Street Outreach Program to the 2019-2020 Annual Action Plan-\$35,000.

In order to expedite expenditures as required by HUD, SWAG has agreed to a reduction of their FY 19/20 ESG approved funding. The re-allocation of \$35,000 in ESG Funds to the Salvation Army's Street Outreach Program will assist the Salvation Army in supporting the comprehensive Homeless to Work Program. The Homeless to Work program aims at preparing participants to transition to the active workforce by providing temporary employment while connecting them with social service resources to help overcome obstacles to their pursuit of gainful employment and permanent housing.

Based on the Salvation Army's experience with the HUD funded programs and providing services to the homeless, the City is recommending continuing with this partnership. Additionally, the Salvation Army will be able to provide the ESG required 100% match (\$35,000) for the program, along with additional personnel resources to assist in providing proper support for the homeless workforce.

If Council chooses to approve the addition of the Salvation Army's Outreach Program as part of the 2019-2020 Action Plan, it would not only assist the City in meeting grant commitment and expenditure deadlines as imposed by HUD but also improve the homeless outreach and support efforts within the five-year Consolidated Plan. Additionally, it would provide the much-needed additional homeless outreach efforts in our City.

## ALTERNATIVES

**Alternative 1.** Conduct the Public Hearing, adopt Substantial Amendment #4, affecting ESG, to the FY 2019/2020 Annual Action Plan; and authorize the Chief Financial Officer to allocate grant funds between HUD-approved grant activities. *Staff recommends this action because it complies with HUD's substantial amendment requirements, would allow the City to better meet the commitment goals established for the ESG Program, assist to meet spend down requirements, and add to the resources available to the homeless.*

**Alternative 2:** Decline to adopt Substantial Amendment #4, affecting ESG, to the FY 2019/2020 Annual Action Plan; and not authorize the Chief Financial Officer to allocate grant funds between HUD-approved grant activities. *Staff DOES NOT recommend this action because it would not allow the City to meet program goals established for the ESG Program, would not allow funds to be fully allocated, and would not direct additional available resources to benefit homeless individuals.*

## FISCAL IMPACT

The allocation of the ESG funds is available from the previously approved allocation by the City Council to SWAG, which has agreed to a reduction of their original approved award amount. **This amendment would have no impact on the General Fund.**

The following allocation of grant funds is proposed:

Description	Fund	GL Account No.	Type (Rev/Exp)	FY 19/20 Budget	Proposed Adjustments	FY 19/20 Amended Budget
Grant Rev.	ESG	2514-30-36-72751-485000 Project No. GR ESG 19-SWAG-SO	Rev.	\$90,000	\$(35,000)	\$55,000
Grant Rev.	ESG	2514-30-36-72751-485000 Project No. GR ESG 19-SAL ARMY- SO	Rev.	\$0	\$35,000	\$35,000
Project Exp.	ESG	2514-30-36-72751-733210 Project No. GR ESG 19-SWAG-SO	Exp.	\$90,000	\$(35,000)	\$55,000
Project Exp.	ESG	2514-30-36-72751-733210 Project No. GR ESG 19-SAL ARMY- SO	Exp.	\$0	\$35,000	\$35,000

## NOTIFICATION

Notice of this meeting was published in the Press-Enterprise newspaper on March 5, 2020. The official 30-day public review period occurred from March 5, 2020 to April 7, 2020. Respondents were given the opportunity to provide comments via email, telephone, and in person. Staff would like to note that at the time of submission of this report there were no comments received from the public in either support or opposing the project.

**PREPARATION OF STAFF REPORT**

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Prepared By:  
Dena Heald  
Financial Operations Division Manager

Department Head Approval:  
Marshall Eyerman  
Assistant City Manager

**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. Press Enterprise Notice - Substantial Amendment #4

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	4/01/20 5:12 PM
City Attorney Approval	<u>✓ Approved</u>	4/01/20 2:44 PM
City Manager Approval	<u>✓ Approved</u>	4/01/20 5:21 PM

# PUBLIC NOTICES - "YOUR RIGHT TO KNOW"

Call 951-368-9222 or email: [legals@pe.com](mailto:legals@pe.com)



## Citizens' Bond Oversight Committee (CBOC) Applications

Riverside Unified School District is pleased to announce that applications for the Citizens' Bond Oversight Committee (CBOC) for Measure O are being accepted and are available online at [http://www.riversideunified.org/measure\\_o/citizens\\_bond\\_oversight\\_committee/CBOC\\_Membership\\_application](http://www.riversideunified.org/measure_o/citizens_bond_oversight_committee/CBOC_Membership_application). Measure O funds will be used to support improvements of Riverside Unified School District facilities. The CBOC provides oversight and reporting on the allocation of funds and completion of projects. Applications are available in English and Spanish. Please visit the website for more information or call Ana Gonzalez, Director of Planning and Development at 951-788-7496, Ext. 84004.

3/05



## CITY OF MORENO VALLEY NOTICE OF PUBLIC MEETING

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG), EMERGENCY SOLUTIONS GRANTS (ESG) & HOME Investment Partnerships Program (HOME) REVIEW OF APPLICATIONS FOR RECOMMENDATIONS IN THE ANNUAL ACTION PLAN.

The City of Moreno Valley's Finance Subcommittee will hold a PUBLIC MEETING to review the applications received to be considered for funding recommendations and inclusion in the Annual Action Plan for the City's Community Development Block Grant (CDBG), Emergency Solutions Grants (ESG), and HOME Investment Partnerships Program for FY 2020/21 (Program Year July 1, 2020 through June 30, 2021). Applications were due to the City of Moreno Valley on January 31, 2020. Organizations that submitted an application are invited to attend and give a brief three-minute oral presentation of their proposed program.

The PUBLIC MEETING will be held on **Tuesday, March 24, 2020 at 3:45 p.m.** at the following location:

**City Council Chamber  
Moreno Valley City Hall  
14177 Frederick Street  
Moreno Valley, CA 92552**

The public is encouraged to attend. All persons interested in this matter may appear and be heard at the meeting. Persons of low- and moderate-incomes, disabled and elderly persons, members of minority groups, and persons residing in areas where CDBG, HOME, and ESG Program activities and projects are particularly encouraged to attend. If unable to attend, comments may be provided by contacting the Financial Operations Division at (951) 413-3450 or emailing [grantsadmin@moval.org](mailto:grantsadmin@moval.org).

Upon request, this invitation public notice 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 these activities should direct such requests to Guy Pegan, ADA Coordinator, at (951) 413-3120 at least 72 hours before the activity. The 72-hour notification will enable the City to make reasonable arrangements to ensure accessibility and participation in this meeting or event.

3/05



## NOTICE OF PUBLIC COMMENT PERIOD, UPCOMING PUBLIC HEARING AND AVAILABILITY OF THE FISCAL YEAR 2019-2020 ACTION PLAN SUBSTANTIAL AMENDMENT #4 AFFECTING THE EMERGENCY SOLUTIONS GRANTS (ESG)

The City is proposing to make a substantial amendment to the 2019/2020 Action Plan. The substantial amendment is available for public review and comment for 30 days from March 5, 2020 through April 7, 2020. To view the substantial amendment in its entirety, please visit the City's website at [www.moval.org](http://www.moval.org) and click on Departments/Financial & Management Services and under the Grants & Programs option click on the Grants Monitoring and Administration link and choose the Grant Reports tab.

About the Proposed FY 2019-2020 Annual Action Plan Amendment:

As a recipient of federal grant funding the City of Moreno Valley completes a five-year Consolidated Plan and an Annual Action Plan that details the use of the grant funds. Substantial changes to the current 2018-2023 Consolidated Plan and FY 2019-2020 Annual Action Plan require cities to notify citizens of the proposed Amendments, while also providing them the opportunity to comment on the changes.

The following changes summarizes the proposed 'Substantial Amendment':

**Reduce funding for SWAG's Homeless Street Outreach Program-ESG 2019 (\$35,000) from the FY 2019/20 Action Plan:** Proposes to reduce funding for the Homeless Street Outreach Program activity from the FY 2019/2020 Action Plan. In order to expedite expenditures as required by HUD, SWAG has agreed to a reduction of their FY 19/20 ESG approved funding. SWAG will continue the Homeless Street Outreach Program activity with FY 19/20 ESG Funds in the amount of \$55,000.00.

**Award funding and add Salvation Army's Street Outreach Program \$35,000 to the 2019-2020 Annual Action Plan:** Proposes to fund and add Salvation Army's Street Outreach Program to the 2019-2020 Annual Action Plan. The Homeless to Work program aims at preparing participants to transition to the active workforce by providing temporary employment while connecting them with social service resources to help overcome obstacles to their pursuit of gainful employment and permanent housing. The activity is to improve the homeless outreach and support efforts within the five-year Consolidated Plan. Additionally, it would provide the much-needed additional homeless outreach efforts in our City.

The proposed amendment will be available for public review from March 5, 2020 through April 7, 2020. The City Council will hold a Public Hearing to receive comments and adopt the proposed Amendment on Tuesday, April 7, 2020 at 6:00 p.m. at the following location:

**City Council Chamber  
Moreno Valley City Hall  
14177 Frederick Street  
Moreno Valley, CA 92552**

Citizens of the City of Moreno Valley and the general public are encouraged to attend. All persons interested in this matter may appear and be heard at the hearing. Persons of low- and moderate-incomes, disabled, homeless, elderly and members of minority group are particularly encouraged to attend. If unable to attend, comments may be provided by contacting the Financial Operations Division at (951) 413-3450 or emailing [grantsadmin@moval.org](mailto:grantsadmin@moval.org).

Upon request, this invitation public notice 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 these activities should direct such requests to Guy Pegan, ADA Coordinator, at (951) 413-3120 at least 72 hours before the activity. The 72-hour notification will enable the City to make reasonable arrangements to ensure accessibility and participation in this meeting or event.

Date Published: March 5, 2020

# PUBLIC NOTICES - "YOUR RIGHT TO KNOW"

Call 951-368-9222 or email: [legals@pe.com](mailto:legals@pe.com)

## CORONA-NORCO UNIFIED SCHOOL DISTRICT NOTICE CALLING FOR BIDS BID NO. 2019/20-055

In accordance with Public Contract Code 20111, Notice is hereby given that the CORONA-NORCO UNIFIED SCHOOL DISTRICT, hereinafter referred to as "DISTRICT", will receive up to, but no later than **9:00 a.m., on Wednesday, March 25, 2020**, sealed bids for the award of a contract for:

**SITWORK FOR REMOVAL OF RELOCATABLES AT Foothill Elementary School  
2601 South Buena Vista Avenue, Corona, CA 92882**

A mandatory pre-bid conference and job walk will be held at **9:00 a.m. on Thursday, March 12, 2020** at Foothill Elementary School located at 2601 South Buena Vista Avenue, Corona, CA 92882, at the front office, for the purpose of discussing the bid documents, answering any questions generated by those in attendance, and view the site. ALL ATTENDEES MUST CHECK IN AT THE FRONT OFFICE, PROVIDING A VALID, GOVERNMENT ISSUED DRIVER'S LICENSE OR OTHER PHOTO I.D., AND OBTAIN A GUEST BADGE PRIOR TO ATTENDING THE CONFERENCE AND JOB WALK. THERE WILL BE NO EXCEPTIONS.

All bids shall be made and presented on a form furnished by the DISTRICT. Bids may be hand delivered to the CORONA-NORCO UNIFIED SCHOOL DISTRICT, Purchasing Department, located at 2820 Clark Avenue, Norco, California 92860 and marked to the attention of Heidi Weber, Purchasing Supervisor. Bids shall be opened and publicly read aloud at the above stated date, time and place. Bids received after the deadline will not be considered and will be returned unopened. No bidder may withdrawal his bid for a period of sixty (60) days after the date set for opening of bids.

Each bidder shall possess, at the time the bid is awarded, a valid **B - General Contractor License** pursuant to Public Contract Code Section 3300. The Successful contractor shall maintain the license throughout the duration of the contract. Small businesses and firms owned and controlled by women, minorities and persons with disabilities and/or disabled veterans are encouraged to participate in this solicitation. Contractors or subcontractors submitting bids shall be registered with the Department of Industrial Relations (DIR). Per Senate Bill 854, all contractors and subcontractors intending to bid or perform work on public works projects will be required to register, and annually renew, online for the program. The cost to register for the program is currently \$400.00 and is non-refundable. The requirement to use only registered contractors and subcontractors on public works projects, greater than \$1,000.00, applies to all projects awarded on or after April 1, 2015. No bid can be accepted nor any contract or subcontract entered into nor contract issued without proof that the contractor or subcontractor is registered. For additional information, please visit the DIR website at: <https://www.dir.ca.gov/Public-Works/PublicWorksLawsRegsDetDec.html>

Each bid must conform and be responsive to the bid documents and require a bid bond in an amount not less than ten percent (10%) of the maximum amount of the bid. The full notice inviting bids, Bid documents and contract documents are available and downloadable at the District Purchasing website - [https://www.cnusd.k12.ca.us/our\\_departments/business\\_services/purchasing/bids\\_rfps](https://www.cnusd.k12.ca.us/our_departments/business_services/purchasing/bids_rfps).

South Coast Air Quality Management District Notice of Public Workshop  
**Proposed Amended Rule 1117 - Emissions of Oxides of Nitrogen from Glass Melting and Sodium Silicate Furnaces**  
Thursday, March 18, 2020 9:00 a.m.  
South Coast AQMD Headquarters Auditorium  
21865 Copley Drive  
Diamond Bar, CA 91765

**Purpose of This Meeting**  
The South Coast Air Quality Management District (South Coast AQMD) has scheduled a public workshop to present and solicit information and comments on Proposed Amended Rule (PAR) 1117 - Emissions of Oxides of Nitrogen (NOx) from Glass Melting and Sodium Silicate Furnaces. PAR 1117 is scheduled for a public hearing before the South Coast AQMD Governing Board on June 5, 2020.

**Rule Background**  
PAR 1117 is being amended to facilitate the transition of equipment and facilities in the NOx Regional Clean Air Incentives Market (RECLAIM) program to a command-and-control regulatory structure and to implement the 2016 Air Quality Management Plan (AQMP) Control Measure CMB-05 - Further NOx Reductions from RECLAIM Assessment. In addition, California State Assembly Bill 617 (AB 617), which was signed by the Governor on July 26, 2017, affects RECLAIM facilities that are also in the California Greenhouse Gas Cap and Trade program and requires implementation of Best Available Retrofit Control Technology (BARCT) no later than December 31, 2023, with priority given to older, higher polluting units.

**Proposed Rule Amendments and Objectives**  
PAR 1117 will establish emission standards for glass melting and sodium silicate furnaces. PAR 1117 will also update monitoring, reporting, and recordkeeping requirements and will address auxiliary combustion equipment at container glass facilities and include provisions to address idling, startup, and shutdown of furnaces to further reduce emissions. In addition, obsolete requirements will be removed for clarity and consistency throughout the rule.

**California Environmental Quality Act**  
Pursuant to the California Environmental Quality Act (CEQA) and South Coast AQMD's certified regulatory program (Public Resources Code Section 21080.5, CEQA Guidelines Section 15251(i) and South Coast AQMD Rule 110), the South Coast AQMD, as lead agency, is reviewing the proposed project to determine if it will result in any potential adverse environmental impacts. Appropriate CEQA documentation will be prepared based on the analysis.

Comments and suggestions regarding the CEQA analysis may be directed to:  
Mr. Kevin Ni  
Planning, Rule Development and Area Sources, CEQA Section  
South Coast Air Quality Management District  
21865 Copley Drive, Diamond Bar, CA 91765  
Phone: (909) 396-2462  
Email: [kni@aqmd.gov](mailto:kni@aqmd.gov)

**Available Supporting Documents**  
The following supporting documents will be available on or before the date of the public workshop:  
PAR 1117 - Emissions of Oxides of Nitrogen from Glass Melting and Sodium Silicate Furnaces  
Preliminary Draft Staff Report for PAR 1117

**To Obtain Copies of the Above Documents**  
The proposed amended rule and the preliminary draft staff report will be available on or before the date of

the public workshop and may be obtained from:  
Ms. Fabian Wesson  
Public Information Center  
South Coast Air Quality Management District  
21865 Copley Drive  
Diamond Bar, CA 91765  
Phone: (909) 396-2039  
Email: [PICrequests@aqmd.gov](mailto:PICrequests@aqmd.gov)  
The proposed amended rule and the preliminary draft staff report are also available from the South Coast AQMD website at:  
<http://www.aqmd.gov/home/rules-compliance/rules/scaqmd-rule-book/proposed-rules#1117>

**Submission of Documents or Comments**  
You are invited to provide written comments, documents, or other information relevant to PAR 1117 by April 1, 2020 to:  
Mr. Rodolfo Chacon  
Planning, Rule Development and Area Sources South Coast Air Quality Management District  
21865 Copley Drive Diamond Bar, CA 91765  
Phone: (909) 396-2726  
Email: [rchacon@aqmd.gov](mailto:rchacon@aqmd.gov)  
3/5/20  
CNS-3348739#

THE PRESS ENTERPRISE

## NOTICE OF PETITION TO ADMINISTER ESTATE OF: GLORIA E. SHIPMAN CASE NUMBER: PRR12000209

To all heirs, beneficiaries, creditors, contingent creditors, and persons who may otherwise be interested in the will or estate, or both, of: Gloria E. Shipman

A Petition for Probate has been filed by: Candy L. Shipman & Georgia D. Wayne in the Superior Court of California, County of: Riverside

The Petition for Probate requests that: Candy L. Shipman & Georgia D. Wayne be appointed as personal representative to administer the estate of the decedent.

The petition requests the decedent's will and codicils, if any, be admitted to probate. The will and any codicils are available for examination in the file kept by the court.

The petition requests authority to administer the estate under the Independent Administration of Estates Act. (This authority will allow the personal representative to take many actions without obtaining court approval. Before taking certain very important actions, however, the personal representative will be required to give notice to interested persons unless they have waived notice or consented to the proposed action.) The independent administration authority will be granted unless an interested person files an objection to the petition and shows good cause why the court should not grant the authority.

**A hearing on the petition will be held in this court as follows:**  
Date: 3-24-2020  
Time: 8:30 a.m.  
Dept.: 11  
Address of court: 4050 Main Street, Riverside, CA 92501.

If you object to the granting of the petition, you should appear at the hearing and state your objections or file written objections with the court before the hearing. Your appearance may be in person or by your attorney.

If you are a creditor or a contingent creditor of the decedent, you must file your claim with the court and mail a copy to the personal representative appointed by the court within the later of either (1) four months from the date of first issuance of letters to a general personal representative, as defined in section 58(b) of the California Probate Code, or (2) 60 days from the date of mailing or personal delivery to you of a notice under section 9052 of the California Probate Code.

**Other California Statutes and legal authority may affect your rights as a creditor. You may**

want to consult with an attorney knowledgeable in California Law.

You may examine the file kept by the court. If you are a person interested in the estate, you may file with the court a Request for Special Notice (form DE-154) of the filing of an inventory and appraisal of estate assets or of any petition or account as provided in Probate Code section 1250. A Request for Special Notice form is available from the court clerk.  
Attorney for Petitioner:  
Paul A. Perricone  
7167 Magnolia Avenue  
Riverside, CA 92504  
951-787-9595  
2/26, 3/04, 3/05

## SUPERIOR COURT OF THE STATE OF CALIFORNIA COUNTY OF RIVERSIDE, JUVENILE DIVISION CITATION TO APPEAR Case No. RJ1500190

In re the Matter of:  
LEILANI LOVE MEDINA,  
(DOB: 11/19/2019)  
Minor(s)

THE PEOPLE OF THE STATE OF CALIFORNIA

TO: THE UNKNOWN FATHER, THE MOTHER, JASMINE AKA JASMINE MARIE MEDINA, AND ANYONE CLAIMING TO BE THE FATHER, OF THE ABOVE STATED MINOR(S):

By order of this Court you are hereby cited and required to appear before a Judge of the Superior Court, located at 9991 County Farm Road, Riverside, California, on May 5, 2020, at 8:00 a.m., in Department J-4, to show cause, if any, why the above-named minor(s) should not be declared free from the custody and control of her/his/their parents, pursuant to a hearing held in accordance with Welfare and Institutions Code Section 366.26. This hearing is for the purpose of terminating your parental rights forever and ordering that the minor be placed for adoption.

You are hereby notified of the following provisions of Welfare and Institutions Code: Section 366.26(e)(2) provides that: "If you appear without counsel and are unable to afford counsel, the Court shall appoint counsel for you, unless such representation is knowingly and intelligently waived."

Section 366.26(b) provides: "The Court may continue the proceeding for a period not to exceed 30 days as necessary to appoint you counsel, and to enable counsel to become acquainted with your case."

Section 366.26(b)(1) provides: "At the hearing...the court...shall do one of the following: (1) Permanently sever your parental rights and order that the child be placed for adoption; (2) Without permanently terminating your parental rights, appoint a legal guardian for the minor and issue letters of guardianship; or (3) Order that the minor be placed in long-term foster care, subject to the regular review of the juvenile court."

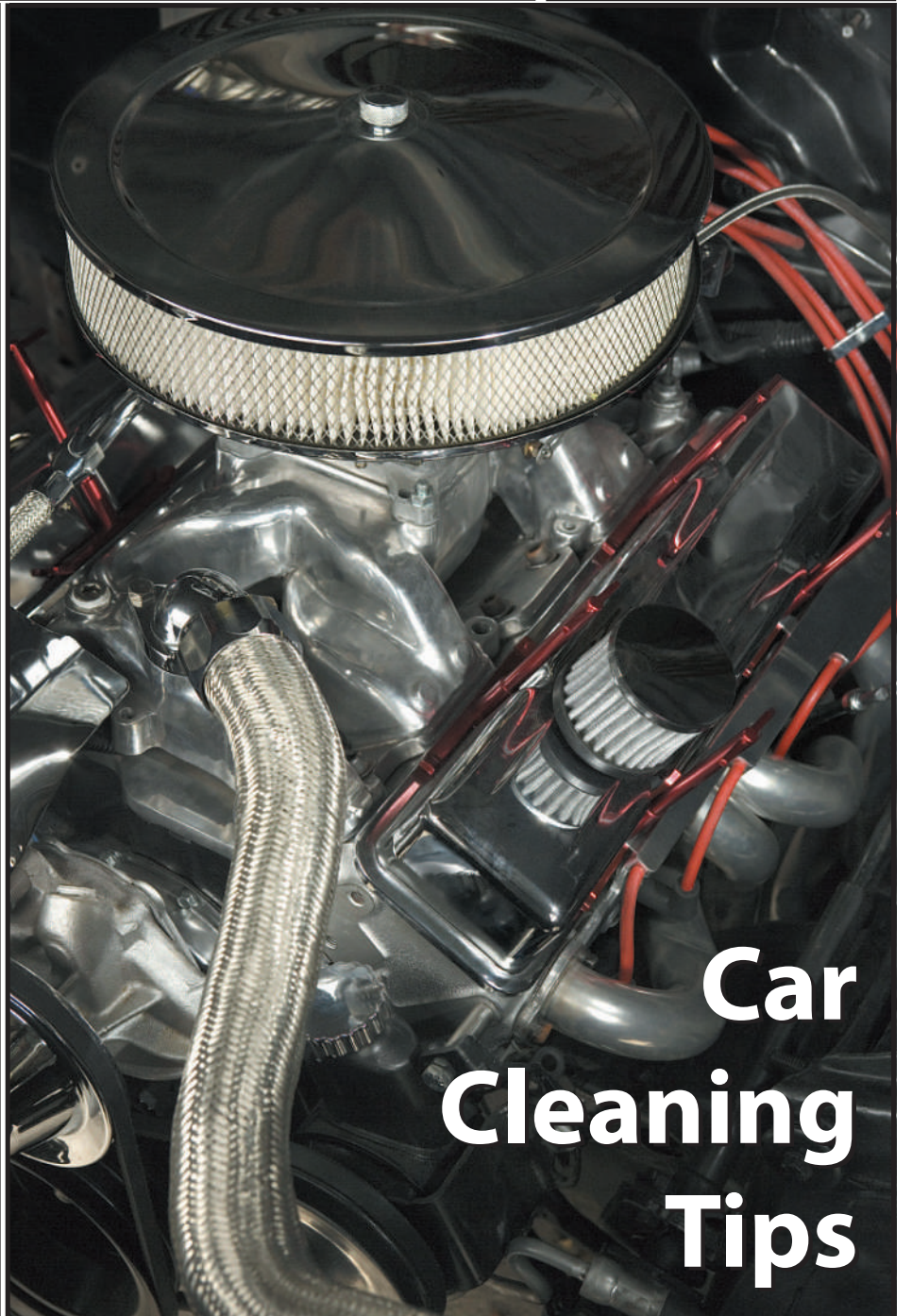
Given under my hand and seal of the Superior Court of the County of Riverside, State of California, this 7th day of January 2020.

(SEAL)  
W. Samuel Hamrick, Jr.,  
Executive Officer  
Superior Court of the State of California, in and for the County of Riverside.

By:  
BREGORY P. PRAMOS  
County Counsel  
JAMES E. BROWN  
DAVID H. K. HUFF  
Deputy County Counsel  
9991 County Farm Road, Suite 113  
Riverside, California 92503  
(951) 358-4125  
Attorneys for the Petitioner  
Department of Public Social Services

2/13, 2/20, 2/27, 3/05

To subscribe, call **1.877.450.5772**



# Car Cleaning Tips

**Engine Degreaser:** ¼ cup washing soda and 1 gallon warm water pour on engine areas that need degreasing. Rinse thoroughly. Excess should not be stored -- discard all leftovers.

Attachment: Press Enterprise Notice - Substantial Amendment #4 (3961 : PUBLIC HEARING TO ADOPT SUBSTANTIAL AMENDMENT #4 TO THE FY 2019-2020 ANNUAL ACTION PLAN)