

TELECONFERENCED MEETING

CITY COUNCIL REGULAR MEETING – 6:00 PM

JULY 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

Get Meeting ID Number and Password by emailing zoom@moval.org or calling (951) 413-3001, no later than 5:00 p.m. on Tuesday, July 7, 2020

STEP 3

Select Audio Source

Computer Speakers/Microphone

or

Telephone

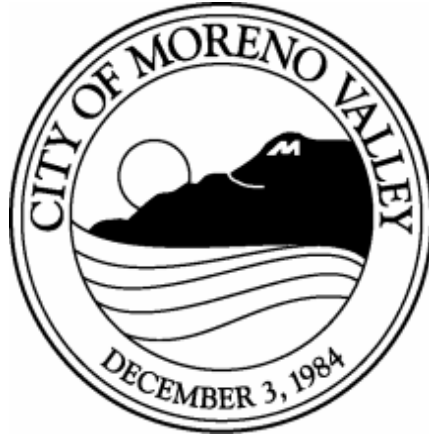
STEP 3

Public Comments May be Made Via Zoom

During the Meeting, the Mayor 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, the City's website at www.moval.org or YouTube



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

July 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
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
JULY 7, 2020**

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

**REGULAR MEETING – 6:00 PM
JULY 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.

ROLL CALL

INTRODUCTIONS

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

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 - REGULAR MEETING - JUN 16, 2020 6:00 PM

Recommendation: Approve as submitted.

- A.3. MAYORAL APPOINTMENT TO THE LIBRARY COMMISSION (Report of: City Clerk)

Recommendation:

- 1. Receive and confirm the following Mayoral appointment:

LIBRARY COMMISSION

<u>Name</u>	<u>Position</u>	<u>Term</u>
Frances Hernandez	Member	Ending 06/30/23

- A.4. 2020 CITY COUNCIL COMMISSION, BOARD, AND SUBCOMMITTEE APPOINTMENTS (Report of: City Clerk)

Recommendation: That the City Council:

- 1. Ratify the appointments to the various committees and subcommittees as noted on the 2020 Council Committee Participation List – terms end on December 31, 2020.

- A.5. COUNCIL DISCRETIONARY EXPENDITURE REPORTS FOR FISCAL YEAR 2019/2020 FROM JULY 1, 2019 THROUGH MAY 31, 2020 (Report of: City Clerk)

Recommendation:

- 1. Receive and file the Fiscal Year 2019/2020 Council Discretionary Expenditure Report for July 1, 2019 through May 31, 2020.

- A.6. RESOLUTION OF THE CITY OF MORENO VALLEY RECOGNIZING RACISM AS A PUBLIC HEALTH ISSUE AND WELCOMING, CELEBRATING, AND PROMOTING DIVERSITY, TOLERANCE, ACCEPTANCE, AND INCLUSION AMONGST ITS CITIZENS, RESIDENTS, VISITORS, AND BUSINESSES (Report of: City Clerk)

Recommendation:

1. Adopt Resolution No. 2020-____. A Resolution of the City Council of the City of Moreno Valley, California, Recognizing Racism as a Public Health Issue and Welcoming, Celebrating, and Promoting Diversity, Tolerance, Acceptance, and Inclusion Amongst its Citizens, Residents, Visitors, and Businesses.

- A.7. LIST OF PERSONNEL CHANGES (Report of: Financial & Management Services)

Recommendation:

1. Ratify the list of personnel changes as described.

- A.8. COVID-19 PANDEMIC RESOLUTIONS EXTENDING THE LOCAL STATE OF EMERGENCY AND CERTAIN EMERGENCY MEASURES (Report of: Financial & Management Services)

Recommendation: That the City Council:

1. That the City Council adopt a Resolution Extending the Local State of Emergency and Certain Emergency Measures related to the Local, State and National State/Declarations of Emergency related to the COVID-19 Pandemic.

- A.9. ACCEPTANCE OF THE CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING GRANT AWARD IN THE AMOUNT OF \$173,880 FOR REIMBURSEMENT OF OFFICE OF EMERGENCY MANAGEMENT (OEM) OPERATIONS (Report of: Financial & Management Services)

Recommendations:

1. Accept the Coronavirus Emergency Supplemental Funding (CESF) award in the amount of \$173,880 to assist in preventing, preparing for, and responding to the coronavirus.
2. Ratify the FY2019/20 budget as stated in the Financial Impact.
3. Authorize the City Chief Financial Officer to reclassify previously recorded expenditures to the grant fund pursuant to the grant guidelines in FY2019/20.

A.10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, RATIFYING THE ATTESTATION OF VERACITY SUBMITTED TO THE CALIFORNIA ENERGY COMMISSION FOR THE 2019 POWER SOURCE DISCLOSURE PROGRAM ANNUAL REPORT (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, Ratifying the Attestation of Veracity Submitted to the California Energy Commission for the 2019 Power Source Disclosure Program Annual Report.

A.11. RESOLUTION OF THE CITY OF MORENO VALLEY SERVING AS THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING THE AMENDED RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE PERIOD OF JANUARY 1, 2021 THROUGH JUNE 30, 2021 (ROPS 20-21B) (Report of: Financial & Management Services)

Recommendations: That the City Council as Successor Agency:

1. Adopt Resolution No. SA 2020-____. A Resolution of the City Council of the City of Moreno Valley, California, Serving as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley Approving the Amended Recognized Obligation Payment Schedule for the Period of January 1, 2021 through June 30, 2021 (ROPS 20-21B), and Authorizing the City Manager acting for the Successor Agency or his/her Designee to Make Modifications Thereto.
2. Authorize the City Manager acting for the Successor Agency or his/her Designee to make modifications to the Schedule.
3. Authorize the transmittal of the ROPS 20-21B, for the period of January 1, 2021 through June 30, 2021, ("Exhibit A") to the Countywide Oversight Board for County of Riverside for review and approval.

A.12. REJECT ALL BIDS SUBMITTED FOR THE SUNNYMEAD - FLAMING ARROW DRIVE STORM DRAIN (SUNNYMEAD MDP LINE M-11 EXTENSION) – PROJECT NO. 804 0014 (Report of: Public Works)

Recommendation:

1. Reject all bids opened on June 2, 2020 for the Sunnymead - Flaming Arrow Drive Storm Drain (Sunnymead MDP Line M-11 Extension) project.

A.13. APPROPRIATE DEVELOPMENT IMPACT FEE FUNDS FOR SR-60/MORENO BEACH DRIVE PHASE 2 PROJECT 801 0021 (Report of: Public Works)

Recommendations:

1. Authorize budget adjustments as set forth in the Fiscal Impact section of this report;
2. Authorize the City Manager to sign a Memorandum of Understanding (MOU) or interim document that commits funds, if necessary, subject to approval by the City Attorney;
3. Approve a draft template agreement with Riverpark Mitigation Bank and authorize the issuance of a purchase order, subject to approval by the City Attorney; and
4. Authorize the Public Works Director/City Engineer to execute agreements and permits from the permitting agencies.

A.14. APPROVAL OF A COMMUNITY WORKFORCE AGREEMENT FOR THE MOVALWORKFORCE PROGRAM (Report of: Public Works)

Recommendation:

1. Approve the Community Workforce Agreement as part of the City's MoValWorkforce Program.

A.15. PA15-0002 (TR 35414) – EXECUTE QUITCLAIM DEED TRANSFERRING THE CITY'S TITLE INTEREST IN A STORM DRAIN EASEMENT TO THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT DEVELOPER – RIVERVIEW PARTNERS, LP (Report of: Public Works)

Recommendations:

1. Authorize the City Manager to execute the Quitclaim Deed transferring all rights, title, and interest in and to the storm drain easement recorded on Tract Map 35414, recorded in Map Book 457, Pages 70 through 73 inclusive, in the Official Records of Riverside County, California, to the Riverside County Flood Control and Water Conservation District.
2. Direct the City Clerk to forward the signed Quitclaim Deed to the Riverside County Flood Control and Water Conservation District for further processing and recordation.

A.16. APPROVE PROFESSIONAL CONSULTANT SERVICES AGREEMENT WITH KOA CORPORATION FOR THE ADVANCED DILEMMA ZONE DETECTION SYSTEMS AT 65 INTERSECTIONS PROJECT (Report of: Public Works)

Recommendations:

1. Approve an Agreement for Professional Consultant Services with KOA Corporation, in substantial conformance with the attached, to provide construction management and inspection services in the amount of \$356,746.35 for the Advanced Dilemma Zone Detection Systems at 65 Intersections project;
2. Authorize the City Manager to execute an agreement with KOA Corporation, subject to approval by the City Attorney;
3. Authorize the issuance of a Purchase Order to KOA Corporation for the Advanced Dilemma Zone Detection Systems at 65 Intersections project in the amount of \$356,746.35, funded by Highway Safety Improvement Program grant funds; and
4. Authorize the Public Works Director/City Engineer to execute any subsequent related amendments to the Agreements for Professional Consultant Services with KOA Corporation, not to exceed the Purchase Order amounts, subject to approval by the City Attorney.

A.17. PEN18-0164 (PM 23656) – ADOPTION OF THE PROPOSED RESOLUTION FOR THE SUMMARY VACATION OF A NORTHERLY PORTION OF HEMLOCK AVENUE LOCATED WEST OF THE NORTHWESTERLY CORNER OF DAVIS STREET DEVELOPER: LCG MVBP, LLC (Report of: Public Works)

Recommendations:

1. Adopt Resolution No. 2020-XX. A Resolution of the City Council of the City of Moreno Valley, California, Ordering the Summary Vacation of the northerly portion of Hemlock Avenue located west of the northwesterly corner of Davis Street.
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. AUTHORIZATION TO AWARD BID FOR THE FURNISHING OF ADVANCED DILEMMA ZONE DETECTION SYSTEMS TO ITERIS INC. (PROJECTS 808 0018 AND 808 0026) (Report of: Public Works)

Recommendations:

1. Award the bid to Iteris, Inc., 1700 Carnegie Avenue, Suite 100, Santa Ana, CA 92705 the lowest responsive and responsible bidder, for the purchase of Advanced Dilemma Zone Detection Systems; and
2. Authorize the issuance of a Purchase Order to Iteris, Inc. in the amount of \$1,185,712.25 for the purchase of Advanced Dilemma Zone Detection Systems, funded by Highway Safety Improvement Program grants.

A.19. APPROVE AGREEMENT WITH PERMITROCKET SOFTWARE, LLC, DBA EPERMITHUB, FOR ELECTRONIC PLAN CHECK SOFTWARE SOLUTION, ANNUAL SUBSCRIPTION LICENSING, AND PROFESSIONAL SERVICES (Report of: Community Development)

Recommendations:

1. Approve the agreement with PermitRocket Software, LLC, dba ePermitHub, for electronic plan check software solution, annual subscription licensing, and professional services in an amount not-to-exceed \$208,516.70 and authorize the City Manager, or his designee, to execute the agreement and any subsequent amendments, subject to the approval of the City Attorney, in accordance with approved terms of the agreement.
2. Authorize the Purchasing Manager, or her designee, to approve a purchase order, using funds from the State Bill (SB) 2 Planning Grant, to PermitRocket Software, LLC, dba ePermitHub, in accordance with approved terms of the agreement.
3. Authorize the Chief Financial Officer, or his designee, to make any necessary budget adjustments as recommended in this report.

A.20. APPROVE THE FOURTH AMENDMENT TO AGREEMENT WITH DATA TICKET, INC. FOR ADMINISTRATIVE CITATION PROCESSING SERVICES (Report of: Community Development)

Recommendations:

1. Approve the Fourth Amendment to Agreement with Data Ticket, Inc. for Administrative Citation processing services and authorize the City Manager, or his designee, to execute the said Amendment subject to the approval of the City Attorney.

2. Authorize an increase of \$75,000 for a new total contract amount not-to-exceed \$592,800 with Data Ticket, Inc. for Administrative Citation processing services. Contract costs are paid through a portion of the Administration Citation fees recovered.
3. Authorize the Purchasing Division Manager to approve an increase to the Purchase Order to Data Ticket, Inc. for Administrative Citation processing services in accordance with the terms of the Agreement.

A.21. A MUNICIPAL CODE AMENDMENT TO AMEND OR DELETE VARIOUS SECTIONS OF TITLE 9 AND TITLE 11 REGARDING COMMERCIAL CANNABIS ACTIVITIES. (Report of: Community Development)

Recommendations: That the City Council:

1. Introduce and conduct the first reading of Ordinance No. ____ amending Sections 9.02.020 and 9.09-290 of Title 9 and deleting Sections 9.02.135 and 9.09.293 of the City of Moreno Valley Municipal Code related to Commercial Cannabis Businesses.
2. Introduce and conduct the first reading of Ordinance No. ____ deleting Chapter 11.10 of Title 11 of the City of Moreno Valley Municipal Code related to Medical Marijuana Dispensaries.
3. Schedule the second reading and adoption of Ordinance Nos. ____ and _____ for the next regular Council meeting.

A.22. SECOND READING OF ORDINANCE NO. 967, APPROVING THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND HF PROPERTIES, A CALIFORNIA GENERAL PARTNERSHIP, SUNNYMEAD PROPERTIES, A DELAWARE GENERAL PARTNERSHIP, THEODORE PROPERTIES PARTNERS, A DELAWARE GENERAL PARTNERSHIP, 13451 THEODORE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AND HL PROPERTY PARTNERS, A DELAWARE GENERAL PARTNERSHIP (COLLECTIVELY "HF") FOR THE WORLD LOGISTICS CENTER (Report of: Community Development)

Recommendation:

1. That the City Council adopt Ordinance No. 967 approving **only** the WLC Development Agreement.

A.23. 2020 CDFA SPAY-NEUTER GRANT AWARD (Report of: Community Development)

Recommendations:

1. Receive and accept a grant award from the California Department of Food and Agriculture (CDFA) in the amount of \$26,000 from the 2020

Pet Lover's License Plate Grant Program. The purpose of the grant award is to provide low to no cost spaying and neutering of dogs and cats.

2. Approve the revenue and expense budget adjustments in the amount of \$26,000 as set forth in the Fiscal Impact section of this report.

A.24. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ACKNOWLEDGING RECEIPT OF A REPORT MADE BY THE FIRE CHIEF OF THE MORENO VALLEY FIRE DEPARTMENT REGARDING THE INSPECTION OF CERTAIN OCCUPANCIES REQUIRING ANNUAL INSPECTIONS IN SUCH OCCUPANCIES PURSUANT TO SECTIONS 13145, 13146 and 17921 OF THE CALIFORNIA HEALTH AND SAFETY CODE (RESO. NO. 20XX-XX) (Report of: Fire Department)

Recommendation:

1. Approve Resolution No. 2020-XX. A Resolution of the City Council of the City of Moreno Valley, California, acknowledging receipt of a report made by the Fire Chief of the Moreno Valley Fire Department regarding the inspection of certain occupancies requiring annual inspections in such occupancies pursuant to sections 13145, 13146 and 17921 of the California Health and Safety Code.

A.25. APPROVAL OF A COMMUNITY ENHANCEMENT OFFICER POSITION (Report of: City Manager)

Recommendation:

1. Authorize the Community Development Department to de-fund one Code Enforcement Officer II and one Sr. Code Compliance Officer positions and fund two Community Enhancement Officer position.
2. Approve the Community Enhancement Officer job classification
3. Authorize the City Position Summary, as amended

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 JUN 16, 2020 6:00 PM
(See A.2)

Recommendation: Approve as submitted.

- B.3. ACCEPTANCE OF CHILD DEVELOPMENT PROGRAM FUNDS FROM THE CALIFORNIA DEPARTMENT OF EDUCATION, CHILD DEVELOPMENT SERVICES, TO OPERATE CHILD CARE SERVICES FOR FISCAL YEAR 2020/21 AND ADOPTION OF THE RESOLUTION TO CERTIFY APPROVAL OF THE GOVERNING BOARD (Report of: Parks & Community Services)

Recommendations:

1. Authorize the acceptance of child development program funds in the amount of \$814,041 and any subsequent amendments for Fiscal Year (FY) 2020/21 from the California Department of Education, Child Development Division, for the purpose of providing school age child care and development services; and
2. Adopt Resolution No. CSD 2020-____. A resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, certifying approval of the governing board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize designated personnel to sign contract documents for FY 2020/21.

- B.4. ADOPT RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING THE PUBLIC IMPROVEMENTS, RELATED TO THE LOTS 88, 89, AND 90 FOR TRACT 22180-2 AND LOTS 54 AND 55 FOR TRACT 22180-3 (JUAN BAUTISTA DE ANZA TRAIL ALONG DEPARTMENT OF WATER RESOURCES AQUEDUCT NORTH OF GENTIAN AVENUE), AS COMPLETE AND ACCEPT THE IMPROVEMENTS INTO THE COMMUNITY SERVICES DISTRICT'S MAINTAINED SYSTEM (Report of: Parks & Community Services)

Recommendation:

1. Adopt proposed Resolution CSD 2020-_____ authorizing the acceptance of the public improvements, related to Lots 88, 89, and 90 for Tract 22180-2 and Lots 54 and 55 for Tract 22180-3 (Juan Bautista de Anza Trail along Department of Water Resources Aqueduct north of Gentian Avenue), as complete and into the Community Services District's Maintained System.

- B.5. REJECT ALL BIDS SUBMITTED FOR CIVIC CENTER DEMONSTRATION GARDEN TUBULAR STEEL FENCING PROJECT NO. 807 0049 (Report of: Parks & Community Services)

Recommendations:

1. Reject all bids opened on June 8, 2020, for the Civic Center Demonstration Garden Tubular Steel Fencing project.

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 - CITY COUNCIL - REGULAR MEETING JUN 16, 2020 6:00 PM (See A.2)

Recommendation: Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

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

Recommendation: Waive reading of all Ordinances.

- D.2. MINUTES - CITY COUNCIL - REGULAR MEETING JUN 16, 2020 6:00 PM (See A.2)

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 - CITY COUNCIL - REGULAR MEETING JUN 16, 2020 6:00 PM (See A.2)

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 follow the teleconference procedures.

F.1. PUBLIC HEARING TO ADOPT SUBSTANTIAL AMENDMENT #1 TO THE FY 2020-2021 ANNUAL ACTION PLAN TO RECOMMIT FUNDS TO STREET AND ROW IMPROVEMENTS (Report of: Financial & Management Services)

Recommendations: That the City Council:

1. Conduct a Public Hearing to allow public comment on the proposed Substantial Amendment #1 to the FY 2020-2021 Annual Action Plan.
2. Review and adopt the proposed Substantial Amendment #1 to the FY 2020-2021 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 and in the City Clerk's office at 14177 Frederick Street during normal business hours.

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

CERTIFICATION

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

City Hall, City of Moreno Valley
14177 Frederick Street

Moreno Valley Library
25480 Alessandro Boulevard

Moreno Valley Senior/Community Center
25075 Fir Avenue

Pat Jacquez-Nares, CMC & CERA
City Clerk

Date Posted: July 02, 2020

**MINUTES
CITY COUNCIL REGULAR MEETING OF THE CITY OF MORENO VALLEY
June 16, 2020**

TELECONFERENCED MEETING



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CITY COUNCIL REGULAR MEETING – 6:00 PM

JUNE 16, 2020

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

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During the Meeting, the Mayor Will Explain the Process for Submitting Public Comments

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

**REGULAR MEETING – 6:00 PM
June 16, 2020**

CALL TO ORDER

SPECIAL PRESENTATIONS - NONE

Minutes Acceptance: Minutes of Jun 16, 2020 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

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

**REGULAR MEETING – 6:00 PM
June 16, 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 6:02 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

INTRODUCTIONS

Staff:	Pat Jacquez-Nares	City Clerk
	Steve Quintanilla	Interim City Attorney
	Mike Lee	City Manager
	Marshall Eyerman	Assistant City Manager/Chief Financial Officer
	Michael Wolfe	Interim Assistant City Manager/Director of Public Works/City Engineer
	Manuel Mancha	Community Development Director
	Patti Solano	Parks & Community Services Director
	John Salisbury	Police Chief

Minutes Acceptance: Minutes of Jun 16, 2020 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

Abdul Ahmad

Fire Chief

1. PUBLIC HEARINGS

- 1.A. APPEAL OF TENTATIVE PARCEL MAP FOR FINANCE AND CONVEYANCE PURPOSES ONLY; APPEAL OF CERTIFICATION OF THE REVISED FINAL ENVIRONMENTAL IMPACT REPORT; AND CONSIDERATION OF WORLD LOGISTIC CENTER PROJECT DEVELOPMENT AGREEMENT (RESO. NOS. 2020-47, 48 and ORD. NO. 967) (Report of: Community Development)

Mayor Gutierrez explained the three items on the agenda related to the World Logistics Center.

Interim City Attorney Quintanilla provided the report on the appeal and the development agreement.

Heidi Rous, with Environmental Services Associates provided the report on the Final Environmental Impact Report.

David Antonioli, of Verra reported on the Verified Carbon Standard.

Zach Eyler, of Ruby Canyon Environmental reported on greenhouse gas emissions.

Council Member Marquez inquired as to the fees charged by Mr. Antonioli, and Mr. Eyler.

Mr. Eyler provided the components involved in calculating his company's cost.

Council Member Cabrera asked how the mitigation measure could be found lawful if a June 12th ruling with the same mitigation measure was found inadequate, if it would have to be reviewed by the Riverside County Superior Court, and who would audit the credits. He also asked about the purchase of the greenhouse gas offset credits. He asked if local greenhouse gases could be first addressed locally rather than globally. He requested clarification on the development process.

Interim City Attorney Quintanilla remarked that the City is bound by the Court of Appeal opinion and that the mitigation measure would require review.

Ms. Rous stated that the mitigation strategies differ and that the greenhouse gas offset credits are not geographically constrained to California. She also summarized how the revised Final Environmental Impact Report analyzed local air pollution.

Mr. Eyler responded that various companies can audit and verify the project.

Community Development Director Mancha explained that the item being discussed was not the subdivision of the property, but rather the Final Environmental Impact Report and the Development Agreement.

Mayor Gutierrez opened the Public Hearing at 7:20 p.m.

Mayor Gutierrez administered the oath to everyone who signed up to testify.

Adrian Martinez

1. Detailed alleged deficiencies with the Environmental Impact Report.

Angel Lopez

1. Demonstrated his view that due process was violated at the Planning Commission meeting on May 14, 2020.

The following nine speakers spoke in opposition of Item No. 1.A: Keri Then, George Hague, Andrea Vidaurre, Diana Valdez, Susan Nash, Albert Paulek, Ivette Torres, Brenda Angulo, and Anna Garcia.

The following twenty-three speakers spoke in support of Item No. 1.A: Eunice Kang, Jason Baiz, Roy Bleckert, Edwin Quinonez, Marvin Niles, Jose Radillo, Efrain Lopez, Juan Serrato, Steven Wellington, Eddie Rivera, Santiago Hernandez, Debra Craig, Bob Palomarez, Sandra Murphy, Manuel Garcia, Amado Hernandez, Gabriel Colangelo, Bill Quisenberry, Dr. Regina Brock Mueller, Alejandro Briseno, Tom Jerele, Michael Dea, and Gabriel Velarde.

Jonathan Valdez

1. Questioned whether the development time lines would be available to the public.

Mayor Gutierrez recessed the meeting at 8:45 p.m.

Mayor Gutierrez reconvened the meeting at 8:51 p.m.

The following twelve speakers spoke in support of Item No. 1.A: Gema Franco, Jessel Chairez, Elena Santa Cruz, Josefina Gregory, Pablo Huerta, Jose Galicia, Leo Gonzalez, Louise Palomarez, Alice Alvidrez, Bob Hicks, Cris Gutierrez, and Arthur Velador.

The following two speakers spoke in opposition of Item No. 1.A: Joe Lyou, and Gabriela Mendez.

There being no further comments in support or opposition, Mayor Gutierrez closed the Public Hearing at 9:17 p.m.

Mayor Gutierrez recessed the meeting at 9:18 p.m.

Mayor Gutierrez reconvened the meeting at 9:29 p.m.

Interim City Attorney Quintanilla addressed comments made by the Public.

Iddo Benzeevi, the applicant, provided comments regarding the project.

Council Member Cabrera thanked the Public for participating in the meeting. He noted that he received a campaign contribution from Highland Fairview for his first campaign, but he did not receive support for his second campaign. He commented on the financial advantages of the project, but had issue with the low wage jobs. He remarked that the number of truck trips and jobs created are both approximations. He expressed concern with the recent court decision in San Diego.

Council Member Marquez commended the residents and the applicant for their comments. He confirmed that he previously had lunch with Mr. Benzeevi. He pointed out that people are concerned with revenue at the expense of their health. He addressed the comments criticizing the loyalty of the dissenters.

Mayor Gutierrez stated that the development entitlements for the project were approved in 2015. He affirmed that the only items being voted on are the four issues the Court found deficient. He praised the project for its progressiveness. He commented that a no vote would be akin to voting against children and minorities.

Council Member Cabrera raised a point of order.

Mayor Gutierrez stated he was out of line.

Council Member Thornton remarked that she is excited about the recommendations which address the deficiencies.

Mayor Pro Tem Baca praised the Planning Commission for thoroughly reviewing the project. She noted that she would vote to uphold the Planning Commission ruling.

Mayor Gutierrez recessed the meeting at 10:08 p.m.

Mayor Gutierrez reconvened the meeting at 10:13 p.m.

Council Member Thornton stated that she felt wholeheartedly that the Final Environmental Impact report has addressed the environmental issues identified by the Court. She asserted the project's importance to the community. She remarked that she is putting family first by supporting the project.

After Mayor Pro Tem Baca made a motion to approve Staff's recommendations numbers 1, 2, and 3 Council Member Cabrera made an alternate motion to postpone the vote to allow the applicant and staff time to work on the recommendations. Council Member Marquez seconded Council Member Cabrera's motion.

RESULT:	FAILED [2 TO 3]
MOVER:	Ulises Cabrera, Council Member
SECONDER:	David Marquez, Council Member
AYES:	David Marquez, Ulises Cabrera
NAYS:	Dr. Yxstian A. Gutierrez, Victoria Baca, Dr. Carla J. Thornton

Recommendations:

1. ADOPT RESOLUTION 2020-47, DENYING APPEAL OF PLANNING COMMISSION'S CERTIFICATION OF THE REVISED FINAL EIR AND AFFIRMING PLANNING COMMISSION RESOLUTION NO. 2020-20:
 - (A) APPROVING AND ADOPTING the Mitigation Monitoring and Reporting Program and the Findings Contained Therein, for the Revised Final EIR; and
 - (B) APPROVING AND ADOPTING the Statement of Overriding Considerations and the Findings Contained Therein, for the Final Revised EIR; and
 - (C) CERTIFYING that the Revised Final Environmental Impact Report PEN18-0050 for the World Logistics Center on file with the Community Development Department, incorporated herein by this reference, has been completed in compliance with the California Environmental Quality Act and the CEQA Guidelines, and that the Planning Commission and City Council reviewed and considered the information in the Final EIR that reflects the City's independent judgement and analysis; and

2. ADOPT RESOLUTION 2020-48, DENYING APPEAL OF PLANNING COMMISSION'S APPROVAL OF THE TENTATIVE PARCEL MAP AND AFFIRMING PLANNING COMMISSION RESOLUTION NO. 2020-21:
 - (A) APPROVING PEN20-0017 Tentative Parcel Map 36457 for Finance and Conveyance Purposes Only, subject to the Tentative Parcel Map 36457 and Conditions of Approval; and,

3. INTRODUCE AND ADOPT ORDINANCE 967 :
 - (A) APPROVING the Development Agreement by and between the City Of Moreno Valley and HF Properties, a California general partnership, Sunnymead Properties, a Delaware general partnership, Theodore Properties Partners, a Delaware general partnership, 13451 Theodore, LLC, a California limited liability company, and HL Property

Partners, a Delaware general partnership (collectively "HF") (PEN20-0018).

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

Mayor Gutierrez recessed the meeting at 10:23 p.m.

Mayor Gutierrez reconvened the meeting at 10:33 p.m.

- 1.B. PUBLIC HEARING TO ADOPT THE FISCAL YEAR 2019/2020 CARES ACT AMENDMENT AND CITIZEN PARTICIPATION PLAN AMENDMENT AND AWARD CONSULTING CONTRACT TO WILLDAN FINANCIAL FOR CARES ACT GRANT ADMINISTRATION (AGMT. NO. 2020-174) (Report of: Financial & Management Services)

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

Council Member Marquez encouraged the small business owners who weren't selected to continue applying and reminded them that the County offers funding as well.

Council Member Cabrera requested clarification on future funding. He asked if Rising Stars Business Academy could be included as an awardee.

Assistant City Manager/Chief Financial Officer Eyerman responded that preliminary reports indicate \$1.7 million in additional grants, no timeline was provided, and no match is required.

Mayor Pro Tem Baca remarked that the Salvation Army, U.S. Vets, and the Lutheran Church do excellent work in the community.

Mayor Gutierrez opened the Public Hearing at 10:41 p.m.

Alicia Berridge

1. Requested funding for Rising Stars Business Academy.

Benny Orduno

1. Expressed his frustration that Rising Stars Business Academy wasn't awarded any funds.

Jared Hernandez

1. Shared his experience with Rising Stars Business Academy.

William Welch

- 1. Requested funding for Rising Stars Business Academy.

Davon Rayford

- 1. Detailed his experience with Rising Stars Business Academy.

There being no further comments in support or opposition, Mayor Gutierrez closed the Public Hearing at 10:52 p.m.

Council Member Cabrera thanked the speakers from Rising Stars Business Academy. He remarked on his background and the similarity to those who attend. He asked that funds be reallocated to them.

Council Member Cabrera asked to make an alternate motion.

Mayor Gutierrez replied that the motion at hand would be voted on.

Recommendations: That the City Council:

- 1. Conduct a Public Hearing to allow public comment on the proposed CARES Act Amendment to the 2019-2020 Annual Action Plan and proposed amendment to the Citizen Participation Plan reflecting CARES Act waivers.
- 2. Review and adopt the proposed CARES Act Amendment to the 2019-2020 Annual Action Plan
- 3. Review and adopt the FY 2019-2020 Citizen's Participation Plan (as Amended for the CARES Act).
- 4. 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.
- 5. Award consulting agreement to Willdan Financial for CARES ACT Grant Administration Services.

RESULT:	APPROVED [4 TO 1]
MOVER:	David Marquez, Council Member
SECONDER:	Dr. Carla J. Thornton, Council Member
AYES:	Dr. Yxstian A. Gutierrez, Victoria Baca, David Marquez, Dr. Carla J. Thornton
NAYS:	Ulises Cabrera

Council Member Cabrera requested that his alternate motion be heard.

Mayor Gutierrez informed him that he was out of order.

1.C. PUBLIC HEARING ESTABLISHING APPROPRIATIONS (“GANN”) LIMIT FOR FISCAL YEAR 2020/21 (RESO. NOS. 2020-49 and CSD 2020-20) (Report of: Financial & Management Services)

Mayor Gutierrez remarked that a no on the previous item was a denial of non-profits, rental assistance, and food assistance.

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

Mayor Gutierrez opened the Public Hearing at 11:00 p.m.

Keri Then

1. Asked the City to reexamine the Police budget as well as the taxes collected from residents and their allocation.

There being no further comments in support or opposition, Mayor Gutierrez closed the Public Hearing at 11:02 p.m.

Recommendations: That the City Council and CSD:

1. Conduct a Public Hearing to receive public comments on the City of Moreno Valley General Fund appropriations limit for Fiscal Year 2020/21.
2. Adopt Resolution No. 2020-49, a resolution of the City Council of the City of Moreno Valley, California, establishing the appropriations limit for Fiscal Year 2020/21.
3. Conduct a Public Hearing to receive public comments on the Moreno Valley Community Services District’s appropriations limit for Fiscal Year 2020/21.

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

Minutes Acceptance: Minutes of Jun 16, 2020 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

4. Adopt Resolution No. CSD 2020-20, a resolution of the Moreno Valley Community Services District establishing the appropriations limit for Fiscal Year 2020/21.

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

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

Emily Sazo

1. Reminded residents of the services offered by Inland County Legal Services.

Dr. Patsy Brown

1. Discussed a proposal for a committee to address societal issues.

Mayor Gutierrez acknowledged that he received the proposal and advised Ms. Brown that a citywide coalition of non-profits meets monthly.

Brandon Mosely

1. Introduced a nine-point policy he'd like to see implemented to improve community-police relations.

Priscilla Banks

1. Spoke in support of the police department.

Rosalyn Mosely

1. Supported the nine-point agenda policy proposed by PUSH.

Elmer Thomas

1. Called for the resignation of Council Member Marquez.

Linda Thomas

1. Urged Council Member Marquez to resign.

Russell Johnson

1. Detailed the Associated Builders and Contractors apprenticeship and craft training program.

Liz Reed

1. Supports the adoption of the Clergy Advisory Committee.

Dr. Kendall Shumway

1. Supports the proposal of a Clergy Advisory Committee.

D. LaDonna Jempson

- 1. Expressed support for the Citizen's Public Safety Committee.
- 2. Thanked Brandon Mosely for presenting the nine points to the City Council.

Kaira Pacheco

- 1. Pleased that a civilian oversight committee was established.
- 2. Displeased with the proposed chairpeople.
- 3. Preferred that Council Member Cabrera be appointed.

Keri Then

- 1. Endorsed the previous speaker's statements.
- 2. Announced the opening of a walk-in Covid-19 test center located at the Edgemont Community Center hosted by the Edgemont Women's Club.

George Hague

- 1. Decried the illegal fireworks and urged the City to do more to discourage them.

Mayor Gutierrez stated that a fireworks task force has been activated and noted that several arrests have been made.

Kevin White

- 1. Championed the nine-point policy.

Louise Palomarez

- 1. Condemned the comment made by D. LaDonna Jempson.
- 2. Called for the resignation of Council Member Marquez.

Council Member Marquez

- 1. Addressed comments made by Louise Palomarez.
- 2. Affirmed that the comments made by Mr. and Mrs. Thomas are the result of their liability in a car accident involving his granddaughters.
- 3. Remarked that he abstained from voting on Item No. 1.A because he wasn't provided all of the information.

JOINT CONSENT CALENDARS (SECTIONS A-E)

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Ulises Cabrera, Council Member
SECONDER: Victoria Baca, Mayor Pro Tem
AYES: 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.

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

Recommendation: Approve as submitted.

- A.3. City Council - Study Session - Jun 9, 2020 6:00 PM

Recommendation: Approve as submitted.

- A.4. 2020 CITY COUNCIL COMMISSION, BOARD, AND SUBCOMMITTEE APPOINTMENTS (Report of: City Clerk)

Council Member Marquez asked if he has been suppressed from serving on committees.

Mayor Gutierrez responded in the negative and removed the item from the agenda for a vote at a later date.

Recommendation: That the City Council:

1. Ratify the appointments to the various committees and subcommittees as noted on the 2020 Council Committee Participation List – terms end on December 31, 2020.

- A.5. PAYMENT REGISTER - APRIL 2020 (Report of: Financial & Management Services)

Recommendation:

1. Receive and file the Payment Register.

- A.6. AUTHORIZATION TO AWARD PROFESSIONAL CONSULTANT SERVICES TO WILLDAN ENGINEERING FOR PROJECT MANAGEMENT SERVICES OF THE COURTYARDS AT COTTONWOOD PROJECT AND NSP CLOSE OUT (AGMT. NO. 2020-175) (Report of: Financial & Management Services)

Recommendations:

1. Award a professional consultant services agreement to Willdan Engineering to provide project management services for The Courtyards at Cottonwood Project, funded by HOME Investment Partnerships Program (HOME) and Neighborhood Stabilization

Program (NSP), and closeout management of the NSP programs.

2. Authorize the City Manager to execute the Agreement, subject to approval as to form by the City Attorney, and subsequent amendments to the Agreement, including the authority to approve purchase orders in accordance with the terms of the Agreement, provided sufficient funding appropriations have been approved by the City Council.
- A.7. LIST OF PERSONNEL CHANGES (Report of: Financial & Management Services)

Recommendation:

1. Ratify the list of personnel changes as described.

- A.8. APPROVE BID AWARD TO ONE SOURCE DISTRIBUTORS FOR THE PURCHASE OF EMERGENCY STOCK FOR MORENO VALLEY UTILITY (MVU) (Report of: Financial & Management Services)

Recommendations:

1. Approve bid award to OneSource Distributors for the purchase of Emergency Stock for Moreno Valley Utility.
2. Authorize the purchase of emergency stock as needed in an amount not to exceed a total of \$1,325,000 for Fiscal Year 2020-2021 through Fiscal Year 2024/2025.
3. Authorize the Assistant City Manager/Chief Financial Officer to execute any subsequent related minor change orders up to his signature authority.

- A.9. AUTHORIZATION TO AWARD A PROFESSIONAL CONSULTANT SERVICES AGREEMENT TO KOA CORPORATION FOR THE JUAN BAUTISTA DE ANZA MULTI-USE TRAIL ATP-4 PROJECT NO. 801 0086 (AGMT. NO. 2020-176) (Report of: Public Works)

Council Member Cabrera thanked staff for securing funding for completion of the trail.

Recommendations:

1. Award an Agreement for Professional Consultant Services to KOA Corporation, 3190 Shelby Street, Bldg C, Ontario, CA 91764 to complete preliminary engineering, design, and right-of-way services for the Juan Bautista de Anza Multi-Use Trail from Moreno Valley Mall to Iris Avenue;

2. Authorize the issuance of a Purchase Order to KOA Corporation, in the amount of \$482,824 when the contract has been signed by all parties. The Project is fully funded by ATP Grant Cycle 4 (Fund 2301);
3. Authorize the City Manager to execute the contract with KOA Corporation, subject to the approval by the City Attorney; and
4. Authorize the Public Works Director to execute any subsequent related amendments to the Agreement for Professional Consultant Services with KOA Corporation, not to exceed the Purchase Order amount, subject to the approval by the City Attorney.

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 - JUN 2, 2020 6:00 PM (See A.2)

Recommendation: Approve as submitted.

- B.3. MINUTES - CITY COUNCIL - STUDY SESSION - JUN 9, 2020 6:00 PM

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

Recommendation: Approve as submitted.

- C.3. MINUTES - CITY COUNCIL - STUDY SESSION - JUN 9, 2020 6:00 PM

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

Recommendation: Approve as submitted.

- D.3. MINUTES - CITY COUNCIL - STUDY SESSION - JUN 9, 2020 6:00 PM

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

Recommendation: Approve as submitted.

- E.3. MINUTES - CITY COUNCIL - STUDY SESSION - JUN 9, 2020 6:00 PM

Recommendation: Approve as submitted.

F. PUBLIC HEARINGS - ITEMS WERE MOVED TO THE BEGINNING OF THE AGENDA AS ITEMS 1A, 1B AND 1C**G. GENERAL BUSINESS**

- G.1. CONSIDERATION OF A RESOLUTION CREATING THE MORENO VALLEY CITIZENS PUBLIC SAFETY COMMITTEE (RESO NO. 2020-50) (Report of: Financial & Management Services)

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

Council Member Cabrera expressed his joy that the City is forming the Committee and appreciation for those who suggested that he be appointed. He further stated that he would attend the meetings.

Council Member Marquez nominated himself in place of Mayor Pro Tem Baca, as he believes she does not champion the police department. He read an email from a resident who claimed to receive no response to their inquiry from Mayor Pro Tem Baca.

Mayor Pro Tem Baca responded that she never received an email from the resident and mentioned an email Council Member Marquez sent to Mayor Gutierrez asking to be removed from the Committees. She insisted that her priorities have been public safety, jobs, and education. She expressed the fact that objections to the appointments for the new Committee should have been made at the previous City Council meeting.

Mayor Gutierrez remarked that this Committee is a long time coming. He noted that he met with Brandon Mosely to discuss the nine-point initiative. He stated that a majority of the members would be citizens. He explained that unfortunately the City is unable to change everything desired as they are mandated by the State or Federal Government. He stated that when the Committee was presented at the last City Council Meeting there were no objections made to the nomination of Mayor Pro Tem Baca and Council Member Thornton.

Recommendations:

1. Approve Resolution No. 2020-50, a Resolution of the City Council of the City of Moreno Valley, California, establishing the Moreno Valley Citizens Public Safety Committee
2. Ratify Mayor’s appointment of Mayor Pro Tem Victoria Baca to serve as the Ad Hoc Committee Chairperson and Council Member Dr. Carla Thornton to serve as the Vice Chairperson. These positions shall be tasked with working with community stakeholders to guide the development of the Moreno Valley Citizens Public Safety Committee.
3. Direct the City Clerk to seek applications for the review and potential appointment by the Mayor to the Committee.

RESULT:	APPROVED [4 TO 1]
MOVER:	Victoria Baca, Mayor Pro Tem
SECONDER:	Dr. Carla J. Thornton, Council Member
AYES:	Dr. Yxstian A. Gutierrez, Victoria Baca, Ulises Cabrera, Dr. Carla J. Thornton
NAYS:	David Marquez

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

I.I. REPORTS

I.1. CITY COUNCIL REPORTS

(Informational Oral Presentation - not for Council action)

March Joint Powers Commission (JPC) - None

Riverside County Habitat Conservation Agency (RCHCA) - Council Member Marquez

Council Member Marquez remarked that he did email Mayor Gutierrez who never responded.

Council Member Marquez reported the following:

Items covered at the RCHCA Board of Directors meeting on May 21, 2020 include:

- The City collected a total of \$ 33,479 in fees from July 2019 through March 2020. These funds are provided to the Riverside County Habitat Conservation Agency for Stephens' Kangaroo Rat (SKR) conservation purposes.

Riverside County Transportation Commission (RCTC) - None

Riverside Transit Agency (RTA) - None

Western Riverside Council of Governments (WRCOG) - None

Western Riverside County Regional Conservation Authority (RCA) - Council Member Marquez

Council Member Marquez reported the following:

Items covered at the RCA Board of Directors meeting on June 11, 2020 include:

- In February, March and April, the City submitted a total of \$ 127,092 in MSHCP mitigation fees to the Regional Conservation Authority. From July 2019 - March 2020, Moreno Valley submitted a total of \$873,377 in MSHCP fees.

School District/City Joint Task Force - Mayor Pro Tem Baca

Mayor Pro Tem Baca reported the following:

The Joint Task Force met earlier today. In addition to City representatives, a representative from the Moreno Valley College attended the meeting. Highlights include the following:

The Moreno Valley College held its first virtual commencement ceremony on June 12. Through the CARES Act, the Moreno Valley College has \$578,000 to provide aid to approximately 1,200 students. Additional awards for students for the summer and fall terms are available, and the application can be accessed through the college's website.

Since mid-March, the City has been providing meals through the MoVal Meals program, which distributes 500 care packages a week to seniors and disabled persons; the MoVal Senior Eats program, which provides meals through nine local restaurants to 150 seniors each day; Feeding America, which provided food to 900 residents on May 22; and with assistance from the Family Service Association, distributing 800 meals per week through the Senior Community Center.

I.2. CITY MANAGER'S REPORT - NONE

(Informational Oral Presentation - not for Council action)

I.3. CITY ATTORNEY'S REPORT - NONE

(Informational Oral Presentation - not for Council action)

Council Member Marquez left the meeting at 11:55 p.m.

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 Cabrera

1. Provided an update on the Census effort. Further stated that he hoped Adele Stokes and Mayor Pro Tem Baca were able to connect to coordinate a police escort for a Census outreach event.
2. Requested support for a Resolution taking a stance against racism and discrimination.
3. Asked for formal recognition of Juneteenth.
4. Congratulated all the recent graduates.
5. Thanked Bishop Sykes for his George Floyd vigil.

Mayor Gutierrez mentioned that Council Member Thornton reached out to him previously regarding an anti-racism resolution.

Mayor Pro Tem Baca

1. Thanked the majority of the City Council for supporting the World Logistics Center.
2. Praised the Planning Commission for the meeting on May 14, 2020.

3. Commended the majority of the City Council for approving the Moreno Valley Citizen's Public Safety Committee.
4. Mentioned all of the programs available for the youth.
5. Expressed her focus to improve the quality of life of the residents.

Mayor Gutierrez

1. Communicated his pride of his focus on the youth.
2. Detailed programs he implemented to support students.
3. Encouraged teens to apply for the Emerging Leaders Council.

ADJOURNMENT

There being no further business to come before the City Council, Mayor Gutierrez adjourned the meeting at 12:07 p.m.

Submitted by:

Pat Jacquez-Nares, CMC & CERA
 City Clerk
 Secretary, Moreno Valley Community Services District
 Secretary, City as Successor Agency for the Community
 Redevelopment Agency of the City of Moreno Valley
 Secretary, Moreno Valley Housing Authority
 Secretary, Board of Library Trustees
 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

TO: Mayor and City Council

FROM: Pat Jacquez-Nares, City Clerk

AGENDA DATE: July 7, 2020

TITLE: MAYORAL APPOINTMENT TO THE LIBRARY COMMISSION

RECOMMENDED ACTION

Recommendation:

1. Receive and confirm the following Mayoral appointment:

LIBRARY COMMISSION

<u>Name</u>	<u>Position</u>	<u>Term</u>
Frances Hernandez	Member	Ending 06/30/23

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. Frances Hernandez_Redacted

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	7/01/20 12:30 PM
City Attorney Approval	<u>✓ Approved</u>	7/01/20 11:35 AM
City Manager Approval	<u>✓ Approved</u>	7/02/20 3:41 PM

CITY CLERK
MORENO VALLEY
RECEIVED

20 JUN 29 PM 4:32

For City Clerk's Use
Stamp Date and Time Received



City of Moreno Valley Boards and Commissions

Membership Application Form

Name: Frances J Hernandez

Home Address: [REDACTED]
Moreno Valley, Ca 92553

How long have you resided in Moreno Valley? about 24 yrs

CONFIDENTIAL INFORMATION

Home Phone No: [REDACTED] Driver's License No: [REDACTED]
Work Phone No: [REDACTED] Email Address: _____
Cell Phone No: [REDACTED] Date of Birth: [REDACTED]

Employer Name: County Of Riverside/ RUHS Position: Supervising Telephone Operator

Address: 26520 Cactus Ave.
Moreno Valley, Ca 92555

Board or Commission applying for*: 1st Choice Library Commission
2nd Choice Arts Commission

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

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

*If applying for the MV Citizens Public Safety Committee, please indicate which position you are applying for:
 Non-Profit Business Public Member

Why do you wish to serve on this Board and/or Commission?
I would like to serve on this commission because I am a firm believer that literacy is the foundation of all learning

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

I have a broad background with many skills that I know will be a benefit to this commission.

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

The library commission provides input and recommendations regarding the development, implementation and maintenance of the city's library program and services.

What do you hope to accomplish by your participation?

I would like for my participation to encourage people to read and visit the library to see all that it has to offer.
I would love to be able to offer my time to help the library, its patrons and the community.

Attachment: Frances Hernandez_Redacted [Revision 2] (4099 : MAYORAL APPOINTMENT TO THE LIBRARY COMMISSION)

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

Moreno Valley Public Library, Maria Sunio 3/19 to present

County Of Riverside/RUHS, Tura Morice 3/16 to present

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

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

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

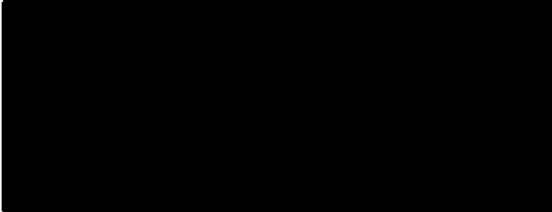
Date(s) of the meeting(s) attended: 3/19/2019

Pursuant to Resolution 2016-42 all board and commission members must be registered voters of the City of Moreno Valley.

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

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

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



6/29/2019

Date

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



Report to City Council

TO: Mayor and City Council

FROM: Pat Jacquez-Nares, City Clerk

AGENDA DATE: July 7, 2020

TITLE: 2020 CITY COUNCIL COMMISSION, BOARD, AND SUBCOMMITTEE APPOINTMENTS

RECOMMENDED ACTION

Recommendation: That the City Council:

1. Ratify the appointments to the various committees and subcommittees as noted on the 2020 Council Committee Participation List – terms end on December 31, 2020.

SUMMARY

The previous Council Committee Participation appointments were for six months and have come to their end. Mayor Gutierrez has compiled the new 2020 Council Committee Participation appointments with the terms to end on December 31, 2020 (Attachment 1).

PREPARATION OF STAFF REPORT

Prepared By:
Pat Jacquez-Nares
City Clerk

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. 2020 Council Committee Participation

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	6/10/20 2:19 PM
City Attorney Approval	<u>✓ Approved</u>	6/10/20 10:59 AM
City Manager Approval	<u>✓ Approved</u>	6/10/20 3:03 PM

HISTORY:

06/16/20 City Council REMOVED FROM AGENDA
 Next: 07/07/20

Council Member Marquez asked if he has been suppressed from serving on committees.

Mayor Gutierrez responded in the negative and removed the item from the agenda for a vote at a later date.

REVISED 6/3/2020
MAYOR'S RECOMMENDATIONS
2020 COUNCIL COMMITTEE PARTICIPATION

CITY COUNCIL ADVISORY COMMISSIONS/BOARDS:	Primary	Alternate	Term
Arts Commission	Cabrera		12/31/2020
Emerging Leaders Council	Cabrera		12/31/2020
Environmental and Historical Preservation Board	Thornton		12/31/2020
Library Commission	Baca		12/31/2020
Parks, Community Services and Trails Committee	Cabrera		12/31/2020
Senior Citizens' Board	Baca		12/31/2020
Traffic Safety Commission	Thornton		12/31/2020
Utilities Commission	Thornton		12/31/2020

CITY COUNCIL SUBCOMMITTEES:			
Economic Development Subcommittee <i>Appoint 2 Primary</i>	Gutierrez/Cabrera		12/31/2020
Finance Subcommittee <i>Appoint 2 Primary</i>	Gutierrez/Cabrera		12/31/2020
Public Safety Subcommittee <i>Appoint 2 Primary</i>	Thornton/Baca	Gutierrez	12/31/2020
Parks and Community Services Council Committee <i>Appoint 2 Primary 2 Alternates</i>	Gutierrez/Baca		12/31/2020

Attachment: 2020 Council Committee Participation (2020-71 : 2020 CITY COUNCIL COMMITTEE APPOINTMENTS)



Report to City Council

TO: Mayor and City Council

FROM: Pat Jacquez-Nares, City Clerk

AGENDA DATE: July 7, 2020

TITLE: COUNCIL DISCRETIONARY EXPENDITURE REPORTS
FOR FISCAL YEAR 2019/2020 FROM JULY 1, 2019
THROUGH MAY 31, 2020

RECOMMENDED ACTION

Recommendation:

1. Receive and file the Fiscal Year 2019/2020 Council Discretionary Expenditure Report for July 1, 2019 through May 31, 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 May 31, 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 - May Discretionary Reports

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	6/24/20 9:39 AM
City Attorney Approval	<u>✓ Approved</u>	6/25/20 9:59 AM
City Manager Approval	<u>✓ Approved</u>	6/30/20 4:54 PM



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 - May 31, 2020

Date	Amount	Description
		No expenditures to report for July 2019
		No expenditures to report for August 2019
		No expenditures to report for September 2019
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
		No expenditures to report for December 2019
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
3/31/2020	\$ 24.87	Cupcake & Espresso Bar - Cupcakes for Staff
4/30/2020	\$ 40.00	Cupcake & Espresso Bar - Cupcakes for MoVal Meals Staff
5/31/2020	\$ 23.15	Cupcake & Espresso Bar - Cupcakes for Media Staff
	\$ 3,051.94	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
	\$ 3,640.06	FY 19/20 Budget Amount Remaining

Source: Unaudited financial data from the City's accounting records.
 Updated as of: 06/16/2020



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 - May 31, 2020

Date	Amount	Description
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
		No expenditures to report for September 2019
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
		No expenditures to report for December 2019
		No expenditures to report for January 2020
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
		No expenditures to report for March 2020
		No expenditures to report for April 2020
		No expenditures to report for May 2020
	\$ 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
	\$ 3,000.00	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: 06/16/2020



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 - May 31, 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
No expenditures to report for August 2019		
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.
No expenditures to report for December 2019		
No expenditures to report for January 2020		
2/26/2020	\$ 40.00	LOCC Riverside Division General Meeting March 9, 2020
3/31/2020	\$ 29.52	Refreshments for District Two General Plan Update Town Halls
No expenditures to report for April 2020		
No expenditures to report for May 2020		
	\$ 1,163.08	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
	\$ 3,639.92	FY 19/20 Budget Amount Remaining

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

Updated as of: 06/16/2020



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 - May 31, 2020

Date	Amount	Description
		No expenditures to report for July 2019
		No expenditures to report for August 2019
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
		No expenditures to report for December 2019
1/28/2020	\$ 30.00	Martin Luther King Jr. Scholarship Breakfast Ticket
1/31/2020	\$ 25.00	Military Affairs Committee Niagara Falls Leadership Dinner
		No expenditures to report for February 2020
		No expenditures to report for March 2020
		No expenditures to report for April 2020
		No expenditures to report for May 2020
	\$ 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
	\$ 3,433.00	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: 06/16/2020



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 - May 31, 2020

Date	Amount	Description
7/31/2019	\$ 200.00	Sponsorship Falcon Football Jumper Deposit No expenditures to report for August 2019 No expenditures to report for September 2019
10/31/2019	\$ 87.23	Large Post-It Note Boards for High School Tours No expenditures to report for November 2019
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 No expenditures to report for March 2020
4/30/2020	\$ 10.00	Parking Reimbursement BIA IE Forecast January Meeting No expenditures to report for May 2020
	\$ 592.73	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
	\$ 4,133.27	FY 19/20 Budget Amount Remaining

Source: Unaudited financial data from the City's accounting records.
 Updated as of: 06/16/2020



Report to City Council

TO: Mayor and City Council

FROM: Pat Jacquez-Nares, City Clerk

AGENDA DATE: July 7, 2020

TITLE: RESOLUTION OF THE CITY OF MORENO VALLEY RECOGNIZING RACISM AS A PUBLIC HEALTH ISSUE AND WELCOMING, CELEBRATING, AND PROMOTING DIVERSITY, TOLERANCE, ACCEPTANCE, AND INCLUSION AMONGST ITS CITIZENS, RESIDENTS, VISITORS, AND BUSINESSES

RECOMMENDED ACTION

Recommendation:

1. Adopt Resolution No. 2020-____. A Resolution of the City Council of the City of Moreno Valley, California, Recognizing Racism as a Public Health Issue and Welcoming, Celebrating, and Promoting Diversity, Tolerance, Acceptance, and Inclusion Amongst its Citizens, Residents, Visitors, and Businesses.

SUMMARY

This report recommends adoption of a Resolution to recognize racism as a public health issue and to recognize the need to welcome, celebrate, and promote diversity, tolerance, acceptance, and inclusion amongst Moreno Valley citizens, residents, visitors, and businesses.

In the wake of multiple events that have rocked cities across the nation, communities around the world began speaking out against prejudice, bigotry, and hatred. By adopting this Resolution, the City Council of the City of Moreno Valley add their voices to the multitude of others calling for equality, acceptance, and inclusion.

DISCUSSION

Recent events have caused people all around the world to raise their voices and call for an end to policies and practices that increase the disparity between people of different

and diverse backgrounds. The City Council of the City of Moreno Valley recognizes the need for leaders in communities to encourage those around them to be accepting and to embrace diversity in the community rather than fear it.

The City Council of the City of Moreno Valley joins together and encourages Moreno Valley residents, business owners, and visitors to adopt a stance geared towards empathy, understanding, and open mindedness. In doing so, they will see the intrinsic value of diversity and acknowledge that through diversity, tolerance, acceptance, and inclusion; our communities grow stronger and more interesting.

The City Council further recognizes their duty to implement and support policies and practices that engender a safe environment for all within City limits, regardless of race, color, ancestry, national origin, immigration status, native language, religious beliefs, sex, gender identity, gender expression, sexual orientation, social economic status, disability status, and genetic information.

ALTERNATIVES

1. Adopt Resolution No. 2020-XX recognizing racism as a public health issue and welcoming and celebrating diversity in the City of Moreno Valley.
2. Provide staff alternate direction.

FISCAL IMPACT

None

NOTIFICATION

Publication of the Agenda

PREPARATION OF STAFF REPORT

Prepared By:
Pat Jacquez-Nares
City Clerk

Department Head Approval:
Pat Jacquez-Nares, CMC, CERA
City Clerk

CITY COUNCIL GOALS

Advocacy. Develop cooperative intergovernmental relationships and be a forceful advocate of City policies, objectives, and goals to appropriate external governments, agencies and corporations.

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

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. City Council Opposition to Racism and Prejudice Resolution (07.01.2020)

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	7/01/20 4:27 PM
City Attorney Approval	<u>✓ Approved</u>	7/02/20 4:50 PM
City Manager Approval	<u>✓ Approved</u>	7/02/20 4:51 PM

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY
RECOGNIZING RACISM A PUBLIC HEALTH ISSUE
AND WELCOMING, CELEBRATING AND PROMOTING
DIVERSITY, TOLERANCE, ACCEPTANCE AND INCLUSION
AMONGST ITS CITIZENS, RESIDENTS, VISITORS AND BUSINESSES**

WHEREAS, the City Council of the City of Moreno Valley (“City Council”) proudly welcomes, celebrates and promotes diversity, tolerance, acceptance and inclusion amongst its citizens, residents, visitors and businesses; and

WHEREAS, the City Council acknowledges that the American Public Health Association and American Academy of Pediatrics, recognizes that racism is a public health issue that must be addressed; and

WHEREAS, the City Council believes that racism and oppression has unequally affected the populations who experienced slavery, genocide, discrimination, forced relocation, forced labor, and deportation which has contributed to intergenerational/historical trauma which has created dramatic physical, emotional, and mental harm amongst countless number of Californians; and

WHEREAS, the City Council understands that communities of color are disproportionately impacted by social determinants of health, such as: increased exposure to lead, poor air quality, lack of safe places to walk, bike, or run, and inadequate health education; and

WHEREAS, the City Council further understands that racism is a social system with multiple dimensions, including individual racism, which is internalized or interpersonal, and systemic racism, which is institutional or structural, and is a system of structuring opportunity, and assigning value based on the social interpretation of how one looks; and

WHEREAS, the City Council acknowledges that systemic racism unfairly disadvantages some individuals and communities, unfairly advantages other individuals and communities, and depletes the strength of the whole society through the waste of human resources; and

WHEREAS, the City Council believes that racism has driven health inequities among historically underserved and marginalized populations nationwide, evidenced not only in the extraordinarily disparate rate at which African-Americans are killed compared to Whites, but also through inequities in environmental exposures, limitations in access to health care, and other factors that affect optimal health and well-being; and

WHEREAS, the City Council further believes that racism, isn’t just someone using a racial slur; it’s also the poor schooling in predominantly black and brown neighborhoods, the racial wealth gap, housing discrimination, mass incarceration, higher infant mortality rates for people of color, and unequal access to health care; and

WHEREAS, the City Council recognizes that all Americans deserve an end to racial inequality, but eradicating systemic racism that would strike at the heart of inequalities that hold down Americans of all colors; and

WHEREAS, the City Council believes that as a group, all human beings are equal, and we should get sick and die equally; and

WHEREAS, the City Council understands that the differential patterning of premature mortality by race is not a reflection of biological difference or some inherent predilection for ill health by one ethnic group or race, but rather it is a reflection of past and present racial patterning of disease which reflects institutionalized racism, present not just in one of our institutions but in many of them; and

WHEREAS, the City Council hereby declares that the City of Moreno Valley opposes discriminatory practices that are intended to degrade, disrespect, humiliate, devalue, hurt and harm individuals based on their race, color, ancestry, national origin, immigration status, native language, religious beliefs, sex, gender identity, gender expression, sexual orientation, social economic status, disability status and genetic information; and

WHEREAS, the City Council proclaims that the City of Moreno Valley condemns and denounces any form of discrimination, including but not limited to racism, prejudice, bigotry, hatred, bullying, or violence towards any groups of individuals within our community based on race, color, ancestry, national origin, immigration status, native language, along with religious beliefs, sex, gender identity, gender expression, sexual orientation, social economic status, disability status and genetic information; and

WHEREAS, the City Council has observed that many high-profile events involving racism, prejudice, bigotry, hatred, bullying, or violence have proliferated in America that has caused many people from diverse and disadvantaged backgrounds to experience a heightened sense of fear, anxiety and uncertainty due to feelings of further disempowerment caused by the hateful rhetoric of certain political leaders who encourage racism, anti-immigration sentiments and general xenophobia to further their personal political agendas by fostering fear amongst their base supporters; and

WHEREAS; the City Council wishes to reassure all its constituents that the City Council is committed to implementing and supporting policies and practices intended to foster diversity, tolerance, acceptance and inclusion for the purpose of making all citizens, residents, visitors and businesses feel a sense of security, safety, fairness and respect while living, working or visiting in the City of Moreno Valley, regardless of one's race, color, ancestry, national origin, immigration status, native language, and including religious beliefs, sex, gender identity, gender expression, sexual orientation, social economic status, disability status and genetic information.

NOW, THEREFORE, the City Council of the City of Moreno Valley, resolves as follows:

1. **THAT** it is imperative that the Governor of the State of California, State Legislature and the California Department of Public Health recognize and declare that racism is a public health crisis affecting the entire state;
2. **THAT** the City Council work with the City Manager to identify specific activities to further enhance diversity and to ensure antiracism principles are recognized by all City staff and City consultants and contractors;
3. **THAT** the City Manager continue to promote equity through the implementation of all policies approved by the City Council and enhance educational efforts aimed at understanding, addressing and dismantling racism and how it affects the delivery of human and social services, economic development and public safety;
4. **THAT** the City Council shall make a sincere effort to advocate locally and

through the California League of Cities for relevant policies that improve health in communities of color, and supports local, state, regional, and federal initiatives that advance efforts to dismantle systemic racism through the adoption and implementation of relevant policies that advance efforts to dismantle systemic racism;

5. **THAT** the City Council is committed to continue work to solidify alliances and partnerships with other organizations that are confronting racism and encourage other local, state, regional and national entities to recognize racism as a public health crisis;

6. **THAT** the City Council continues to support community efforts to amplify issues of racism and engage actively and authentically with communities of color wherever they live;

7. **THAT** the City Council shall continue to promote and support policies that prioritize the health of all people, especially people of color by mitigating exposure to adverse childhood experiences;

8. **THAT** the City remains committed to promoting equity through all policies approved by the City Council and enhance educational efforts aimed at understanding, addressing and dismantling racism and how it affects the delivery of economic development and public safety; and

9. **THAT** all community partners, grantees, vendors and contractors be encourage to engage in racial equity training amongst their respective staffs;

10. **THAT** the City proudly welcomes, celebrates and promotes diversity, tolerance, acceptance and inclusion amongst its citizens, residents, visitors and businesses;

11. **THAT** the City condemns and denounces any form of discrimination, including but not limited to racism, prejudice, bigotry, hatred, bullying, or violence towards any groups of individuals within our community based on race, color, ancestry, national origin, immigration status, native language, or based on religious beliefs, sex, gender identity, gender expression, sexual orientation, social economic status, disability status and genetic information; and

12. **THAT** the City Council reassures all its constituents that the City Council is committed to implementing and supporting policies and practices intended to foster diversity, tolerance, acceptance and inclusion for the purpose of making all citizens, residents, visitors and businesses feel a sense of security, safety, fairness and respect while living, working or visiting in the City of Moreno Valley, regardless of one's race, color, ancestry, national origin, immigration status, native language, or one's religious beliefs, sex, gender identity, gender expression, sexual orientation, social economic status, disability status and genetic information.

APPROVED AND ADOPTED this _____ day of _____, 2020.

Dr. Yxstian A. Gutierrez, Mayor

ATTEST:

Pat Jacquez-Nares, City Clerk

APPROVED AS TO FORM:

Steven B. Quintanilla, Interim City Attorney

Resolution No. 2020-
Date Adopted: _____, 2020

Attachment: City Council Opposition to Racism and Prejudice Resolution (07.01.2020) [Revision 2] (4090 : RESOLUTION OF THE CITY OF

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 July, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem, Mayor)

PAT JACQUEZ-NARES, CITY CLERK

(SEAL)

Attachment: City Council Opposition to Racism and Prejudice Resolution (07.01.2020) [Revision 2] (4090 : RESOLUTION OF THE CITY OF



Report to City Council

TO: Mayor and City Council

FROM: Marshall Eyerman, Assistant City Manager

AGENDA DATE: July 7, 2020

TITLE: LIST OF PERSONNEL CHANGES

RECOMMENDED ACTION

Recommendation:

1. Ratify the list of personnel changes as described.

DISCUSSION

The attached list of personnel changes scheduled since the last City Council meeting is presented for City Council ratification.

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

FISCAL IMPACT

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

PREPARATION OF STAFF REPORT

Prepared By:
Vanessa Leccese
Executive Assistant

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

CITY COUNCIL GOALS

None

CITY COUNCIL STRATEGIC PRIORITIES

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

ATTACHMENTS

- 1. Personnel Changes

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	6/26/20 7:57 AM
City Attorney Approval	<u>✓ Approved</u>	6/29/20 9:34 AM
City Manager Approval	<u>✓ Approved</u>	6/29/20 9:42 AM

**City of Moreno Valley
Personnel Changes
July 7, 2020**

New Hires

Richard Magana, Maintenance Worker I, Public Works Department / Maintenance and Operations Division

Promotions

None

Transfers

None

Separations



Report to City Council

TO: Mayor and City Council

FROM: Marshall Eyerman, Assistant City Manager
Steve Quintanilla, Interim City Attorney

AGENDA DATE: July 7, 2020

TITLE: COVID-19 PANDEMIC RESOLUTIONS EXTENDING THE LOCAL STATE OF EMERGENCY AND CERTAIN EMERGENCY MEASURES

RECOMMENDED ACTION

Recommendations: That the City Council:

1. That the City Council adopt a Resolution Extending the Local State of Emergency and Certain Emergency Measures related to the Local, State and National State/Declarations of Emergency related to the COVID-19 Pandemic.

SUMMARY

The Disaster Council recommends that the City Council adopt a Resolution Extending the Local State of Emergency and Certain Emergency Measures related to the Local, State and National State/Declarations of Emergency related to the COVID-19 Pandemic.

DISCUSSION

On March 17, 2020, the City Council declared a Local State of Emergency in response to the COVID-19 Pandemic, which prompted the Disaster Council to convene. The Disaster Council consists of the Mayor, City Manager/Director of Emergency Services and the Fire Chief. The Disaster Council's 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.

Since the commencement of the Local State of Emergency, the City Council adopted via various resolutions and/or orders ("emergency measures") related to the following:

- Declaring the Existence of a Local State of Emergency due to the COVID-19 Pandemic;
- Approving the Pandemic Influenza Preparedness Plan;
- Ratifying, Adopting and Approving the Amended Closure Plan Regarding its Termination Date;
- Extending the Existence of a Local State of Emergency due to the COVID-19 Pandemic
- 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; Centers for Disease Control and Prevention and/or the Federal Emergency Management Agency;
- Authorizing the City Manager/Emergency Services Director to Obtain Vital Supplies, Equipment and Property Found Lacking and Needed for the Protection of Life and Property During the Local State of Emergency;
- Temporarily Waiving the City Manager's/Emergency Services Director's Level of Procurement Signature Authority to Mitigate or Prevent the Spread and Transmission of COVID-19;
- Authorizing the City Manager/Emergency Services Director to Suspend the Purchasing Procedures Set Forth in Chapter 3.12 of the Municipal Code Related to the COVID-19 Virus Pandemic Emergency;
- 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;
- 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; and
- Imposing a Moratorium on Late Fees Related to the Nonpayment of Rent Due to Inability to Pay Related to COVID-19.
- Granting provisions for expanded restaurant outdoor seating and streamlined Temporary Use Permit (TUP) process and fee waiver to temporarily allow existing restaurants within the City to expand outdoor seating capacity on private property in order to implement social distancing measures.
- Declaration of fiscal emergency.

It is important to note that all the emergency measures are temporary. Each were set to 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 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.

Notwithstanding the above, under the California Emergency Services Act, the City Council must review the need for continuing the existence of the Local State of Emergency at least once every 60 days until the City Council terminates the Local State of Emergency. Pursuant to the California Emergency Services Act, the City Council must terminate the Local State of Emergency at the earliest possible day that the conditions warrant.

RESOLUTION EXTENDING LOCAL EMERGENCY AND EMERGENCY MEASURES

In light of the foregoing, the Disaster Council recommends that the City Council adopt the attached Resolution that:

1. Extends the Existence of a Local State of Emergency due to the COVID-19 Pandemic
2. Extends the Direction to 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; Centers for Disease Control and Prevention and/or the Federal Emergency Management Agency;
3. Extends the Authorization of the City Manager/Emergency Services Director to Obtain Vital Supplies, Equipment and Property Found Lacking and Needed for the Protection of Life and Property During the Local State of Emergency;
4. Extends the Temporary Waiver Granted to the City Manager's/Emergency Services Director's Level of Procurement Signature Authority to Mitigate or Prevent the Spread and Transmission of COVID-19;
5. Extends the Authorization of the City Manager/Emergency Services Director to Suspend the Purchasing Procedures Set Forth in Chapter 3.12 of The Municipal Code Related to the COVID-19 Virus Pandemic Emergency;
6. Extends the Authorization of 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;
7. Extending the Grant of 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 Disaster Council, City Manager/Emergency Services Director and/or City Council; and
8. Extends the Moratorium on Late Fees Related to the Nonpayment of Rent Due to Inability to Pay Related to COVID-19

9. Extends the provisions for expanded restaurant outdoor seating and streamlined Temporary Use Permit (TUP) process and fee waiver to temporarily allow existing restaurants within the City to expand outdoor seating capacity on private property in order to implement social distancing measures.
10. Continuing the declaration of fiscal emergency.

Upon adoption of the attached Resolution, all of the above emergency measures will remain in full force and effect 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, which pursuant to the California Services Act, the City Council is obligated to terminate at the earliest possible day that the conditions warrant.

Extending the Existence of a Local Emergency due to the COVID-19 Pandemic

Under a prior order of the City Council, the City Manager/Emergency Services Director was directed to provide an update to the City Council on or before 60 days following the June 2, 2020 extension on the current conditions and whether the Local State of Emergency needs to remain in effect.

The Disaster Council has determined there remains a need to continue (extend) the City Council's proclamation of the existence of a Local State of Emergency due to the COVID-19 Virus Pandemic, which (although has subsided) continues to endanger the health and welfare of the residents and visitors of the City of Moreno Valley, as reflected in the guidance and related findings published by Riverside County Public Health Officer, the Governor's Office, the California Department of Public Health and the Centers of Disease Control and Prevention and the World Health Organization

Pandemic Influenza Preparedness Plan

The Pandemic Influenza Preparedness Plan which was prepared under the direction and oversight of the Disaster Council, 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 City employees may be assigned duties outside the scope of their regular job duties. The Plan also addresses 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.

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.

Waiving Limitation on City Manager’s Purchasing Authority

Currently, the City Manager/Emergency Services Director 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 emergency measure waives 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 emergency measure also ratified 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 Reserve Base on or about January 29, 2020, and who were subjected to a mandatory 14-Day federal COVID-19 quarantine at the Base.

Suspending Purchasing Procedures

This emergency measure authorizes 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 also allow the City Manager/Emergency Services Director 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.”

Suspending Public Contract Bidding Requirements

This emergency measure allows 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 authorizes 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.

Obtaining Vital Supplies, Equipment and Property

This emergency measure authorizes the City Manager/Emergency Services Director or designee, for the duration of the Local State Emergency, to obtain vital supplies, equipment and property identified as lacking and necessary for the protection of life and property and to bind the City for the fair value thereof.

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.

Moratorium on Late Fees Related to the Nonpayment of Rent

This emergency measure prevents a landlord from evicting a tenant for nonpayment of rent if the tenant demonstrates that the tenant is unable to pay rent due to financial impacts related to COVID-19. In addition, a landlord may not charge or collect any interest or any late fee for rent that is delayed due to the nonpayment of rent caused by the COVID-19 pandemic. This shall not, however, relieve a tenant of liability for the unpaid rent, and no other legal remedies available to the landlord are affected by this emergency measure. This emergency measure also does not prevent a landlord from evicting a tenant who failed to pay rent when due prior to the Governor's Proclamation of a State of Emergency on March 4th, 2020 or for any other lease violation not related or caused by the COVID-19 pandemic.

Granting Qualified Immunity to Medical Professionals and Veterinarians

This emergency measure authorizes the City Manager/Emergency Services Director, for the duration of the Local State of Emergency, to request, expressly or impliedly, the services of any veterinarian or registered veterinary technician for purposes related to the Local State of Emergency. This applies to the services provided by 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. Pursuant to 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 Local State of 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.

This emergency measure also applies to any veterinarian or registered veterinary technician who renders services during the Local State of Emergency at the express or implied request of the City Disaster Council, City Manager/Emergency Services Director and/or City Council. They too 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.

Providing For Expanded Restaurant Outdoor Seating

This Resolution authorizes the City Manager or designee to set forth a streamlined Temporary Use Permit (TUP) process and fee waiver to temporarily allow existing restaurants within the City to expand outdoor seating capacity on private property in order to implement social distancing measures. In association with this plan to facilitate operations for existing City restaurant businesses, staff is developing a checklist that will be provided to applicants for ease of understanding the associated requirements. An over-the-counter approval process will also be available.

Continuing the Declaring Fiscal Emergency

It is difficult to predict with certainty the ultimate reduction in General Fund revenues caused by the COVID-19 Pandemic but the impact will be significant. Although the City has taken immediate actions to balance the budget for the best case scenario of a \$9.9 million shortfall in FY 2020/21, due to the ongoing impacts of the Governor's Executive Orders and the potential for additional State takeaways from local government in future State budget revisions or other actions, along with no financial support from either the State or the Federal Government, this situation may continue to create a severe economic crisis.

Staff is recommending that the City Council by unanimous vote adopt the proposed continuing Resolution Declaring a Fiscal Emergency as a result of COVID-19. This will provide, in part, for the City Manager/Emergency Services Director to investigate and recommend further actions to mitigate the fiscal impact to the City's 2019/20 and 2020/21 Fiscal Year Budgets, including such measures relating to personnel costs, operations, reduction in service levels, or other measures deemed necessary and reasonable to minimize the accelerated and significant reduction to the General Fund budget and reserves.

The recommendation to adopt a Fiscal Emergency is not made lightly; the City's immediate and significant loss of revenue due to COVID-19 is unprecedented and represents a sudden change of circumstances beyond the City's control and will ultimately draw down its General Fund reserves beyond a recommended level. Unlike the Great Recession of 2008-2011, where the City had an opportunity to implement cost saving measures over a longer period of time, the COVID-19 Local State of Emergency is immediate, severe and potentially extending through the next few fiscal years.

By rescinding the County Public Health Officer's COVID-19 orders, the County of Riverside now aligns itself with the Governor's Executive Orders as they now exist or may be issued or amended in the future. The Governor's Office has laid out a four-stage plan to reopen retail businesses, restaurants, schools and entertainment events. During Phase One, hospitalization rates for COVID-19 have declined, which has allowed the State to move into Phase Two, allowing some retail stores and restaurants and other businesses to reopen. Phase 3 will likely see the reopening of fitness clubs, spas, nail salons, hair salons and barbershops that require much more personal contact.

The State is in Phase Two, where retail, related logistics and manufacturing, office workplaces, limited personal services, outdoor museums, child care, and essential businesses and restaurants can operate with modifications. Staff recognizes the significant and severe impact of the economic hardship that the COVID-19 pandemic has wrought on residents and local businesses, and recognizes the importance of getting the local economy going once again and putting paychecks in people's pockets, while at same time understanding that the risk of COVID-19 infection is still real for all Californians and continues to be fatal. However, staff believes that the local economy can be reinvigorated by allowing restaurants to not only provide in-door dining, but also to expand their services to include outdoor dining opportunities, provided that they comply with all applicable Riverside County Public Health Department rules, regulations and guidance.

ALTERNATIVES

1. Adopt the recommended Resolutions. This would allow the City Manager/Emergency Services Director to respond in a timely manner in time sensitive situations where delays may frustrate or impede on the City's emergency efforts to abate or mitigate the spread and transmission of COVID-19.
2. Modify the contents of any of the Resolutions.
3. Reject the recommended Resolutions, which would impact the City's ability to respond in a timely manner in time sensitive situations where delays may frustrate or impede on the City's emergency efforts to abate or mitigate the spread and transmission of COVID-19 in a timely manner.

FISCAL IMPACT

See above discussion regarding Resolution Declaring Fiscal Emergency.

PREPARATION OF STAFF REPORT

Prepared By:
Marshall Eyerman
Assistant City Manager/Chief Financial Officer

Prepared By:
Paul Early
Assistant City Attorney

Department Head Approval:
Mike Lee
Interim City Manager

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 Extending Local Emergency and COVID-19 Emergency Measures

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	6/24/20 6:06 PM
City Attorney Approval	<u>✓ Approved</u>	6/25/20 1:53 PM
City Manager Approval	<u>✓ Approved</u>	6/25/20 1:57 PM

RESOLUTION NO. 2020-____

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MORENO VALLEY, CALIFORNIA,
EXTENDING THE LOCAL STATE OF EMERGENCY AND CERTAIN EMERGENCY
MEASURES RELATED TO THE LOCAL, STATE AND NATIONAL STATE/DECLARATIONS
OF EMERGENCY RELATED TO THE COVID-19 PANDEMIC
AND EXTENDING THE DECLARATION OF A FISCAL EMERGENCY**

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, by recommending placing restrictions on gatherings of people and minimum social distancing of six feet; 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 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 17, 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, the County of Riverside now aligns itself with the State's Orders as they now exist or may be issued or amended in the future; and

WHEREAS, on March 17, 2020, the City Council declared a Local State of Emergency in response to the COVID-19 Pandemic, which prompted the Disaster Council to convene; and

WHEREAS, the Disaster Council consists of the Mayor, City Manager/Director of Emergency Services and the Fire Chief; and

WHEREAS, the Disaster Council's 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; and

WHEREAS, since the commencement of the Local State of Emergency, the City Council adopted via various temporary emergency measures related to the Local State of Emergency; and

WHEREAS, each of the temporary emergency measures were set to 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, but notwithstanding the foregoing, and in order to prevent inconsistencies, the 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; and

WHEREAS, notwithstanding the above, under the California Emergency Services Act, the City Council must review the need for continuing the existence of the Local State of Emergency at least once every 60 days until the City Council terminates the Local State of Emergency. Pursuant to the California Emergency Services Act, the City Council must terminate the Local State of Emergency at the earliest possible day that the conditions warrant; and

WHEREAS, under a prior order of the City Council, the City Manager/Emergency Services Director was directed to 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; and

WHEREAS, the Disaster Council has determined there remains a need to continue (extend) the City Council's proclamation of the existence of a Local State of Emergency due to the COVID-19 Virus Pandemic, which (although has subsided) continues to endanger the health and welfare of the residents and visitors of the City of Moreno Valley, as reflected in the guidance and related findings published by Riverside County Public Health Officer, the Governor's Office, the California Department of Public Health and the Centers of Disease Control and Prevention and the World Health Organization; and

WHEREAS, on June 2, 2020, at a duly noticed regular meeting of the City Council, the City Council adopted Resolution No. 2020-41 extended the following emergency measures, as described in their respective adopting resolutions, 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, which pursuant to the California Services Act, the City Council is obligated to terminate at the earliest possible day that the conditions warrant:

- a. The Existence of a Local State of Emergency due to the COVID-19 Pandemic

- b. Direction to 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; Centers for Disease Control and Prevention and/or the Federal Emergency Management Agency;
- c. Authorization of the City Manager/Emergency Services Director to Obtain Vital Supplies, Equipment and Property Found Lacking and Needed for the Protection of Life and Property During the Local State of Emergency;
- d. Temporary Waiver Granted to the City Manager's/Emergency Services Director's Level of Procurement Signature Authority to Mitigate or Prevent the Spread and Transmission of COVID-19;
- e. Authorization of the City Manager/Emergency Services Director to Suspend the Purchasing Procedures Set Forth in Chapter 3.12 of The Municipal Code Related to the COVID-19 Virus Pandemic Emergency;
- f. Authorization of 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;
- g. Grant of 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 Disaster Council, City Manager/Emergency Services Director and/or City Council; and
- h. Moratorium on Late Fees Related to the Nonpayment of Rent Due to Inability to Pay Related to COVID-19; and

WHEREAS, on June 2, 2020, at a duly noticed regular meeting of the City Council, the City Council adopted Resolution No. 2020-42, an emergency measure authorizing the City Manager/Emergency Director to set forth a streamlined Temporary Use Permit Process and fee waiver to temporarily allow existing restaurants to expand outdoor seating capacity in order to provide social distancing measures during the COVID-19 Pandemic; and

WHEREAS, on June 2, 2020, at a duly noticed regular meeting of the City Council, the City Council adopted Resolution No. 2020-43, unanimously determining and declaring the existence of a fiscal emergency within the City of Moreno Valley for the purpose of providing the City with the rights and authorities granted to the City Council, without limitation, under Article XIII C, section 2(b) of the California Constitution and Government Code section 3504.5, to ensure that the City has the resources and opportunities available to it that are necessary to preserve and protect public health, safety and welfare for the benefit of the City's residents, business owners, and visiting public; and

WHEREAS in light of the foregoing, the Disaster Council recommends that the City Council adopt the attached Resolution that extends the existence of a Local State of Emergency due to the COVID-19 Pandemic and extends certain emergency measures, and affirms the need to maintain the state of a fiscal emergency, previously adopted by the City Council pursuant to the findings set forth in the recitals contained and set forth in the resolutions adopting said emergency measures.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY HERBY FINDS, ORDERS AND RESOLVES:

1. **THAT** The following emergency measures shall be extended and remain in full force and effect, as described in their respective adopting resolutions, 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, which pursuant to the California Services Act, the City Council is obligated to terminate at the earliest possible day that the conditions warrant:

- a. The Existence of a Local State of Emergency due to the COVID-19 Pandemic;
- b. Direction to 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; Centers for Disease Control and Prevention and/or the Federal Emergency Management Agency;
- c. Authorization of the City Manager/Emergency Services Director to Obtain Vital Supplies, Equipment and Property Found Lacking and Needed for the Protection of Life and Property During the Local State of Emergency;
- d. Temporary Waiver Granted to the City Manager's/Emergency Services Director's Level of Procurement Signature Authority to Mitigate or Prevent the Spread and Transmission of COVID-19;
- e. Authorization of the City Manager/Emergency Services Director to Suspend the Purchasing Procedures Set Forth in Chapter 3.12 of The Municipal Code Related to the COVID-19 Virus Pandemic Emergency;
- f. Authorization of 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;
- g. Grant of 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 Disaster Council, City Manager/Emergency Services Director and/or City Council; and
- h. Moratorium on Late Fees Related to the Nonpayment of Rent Due to Inability to Pay Related to COVID-19; and
- i. Order authorizing the City Manager/Emergency Director to set forth a streamlined Temporary Use Permit Process and fee waiver to temporarily allow existing restaurants to expand outdoor seating capacity in order to provide social distancing measures during the COVID-19 Pandemic; and

2. **THAT** the economic downturn due to the impact of COVID-19 continues to create an unforeseen situation that poses a threat to the public health, safety and welfare which continues the need for immediate action since there continues to be substantial uncertainty as to whether the City's revenues in the next two years will be sufficient to cover the expenditures necessary to provide a service level consistent with public health and safety demands and expectations of the residents and businesses of the City of Moreno Valley, for the reasons set forth in Resolution No. 2020 - 43; and

3. **THAT** in light of the foregoing and the City's need for additional revenue is immediate and will likely continue for the remainder of this Fiscal Year 2020 and well into Fiscal Year 2021 and the extension of the declaration of fiscal emergency in necessary to ensure the

City has the resources and opportunities necessary to preserve and protect public health, safety and welfare, the City Council also hereby extends the declaration of a fiscal emergency; and

4. **THAT** the City Council has determined that the purpose of adopting and implementing and extending the aforementioned emergency measures, including extending the declaration of fiscal emergency, is to mitigate and/or abate the spread and transmission of COVID-19.; and

5. **THAT** a violation of any of the aforementioned emergency orders by any member of the public shall be subject to any and all other remedies, civil, equitable or criminal, afforded to the City under any City, County, State and Federal laws or regulations; and

6. **THAT** any section, subdivision, subsection, sentence, clause, or phrase in this Resolution or its application to any person or circumstances, is for any reason held invalid, the validity of the remainder of this Resolution, or the application of such provision contained therein to other persons or circumstances, shall not be affected thereby; and

7. **THAT** the City Council hereby declares that it would have adopted this Resolution 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

8. **THAT** notwithstanding the foregoing, and in order to prevent inconsistencies, the City Council, Disaster Council or City Manager/Emergency Services Director may suspend the effectiveness of this Resolution 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 Resolution.

APPROVED AND ADOPTED this ___th day of July, 2020

Mayor of the City of Moreno Valley

ATTEST

APPROVED AS TO FORM

City Clerk

Interim City Attorney

Resolution No. 2020-

Attachment: Resolution Extending Local Emergency and COVID-19 Emergency Measures [Revision 1] (4085 : COVID-19 PANDEMIC

Date Adopted: July __, 2020



Report to City Council

TO: Mayor and City Council

FROM: Marshall Eyerman, Assistant City Manager

AGENDA DATE: July 7, 2020

TITLE: ACCEPTANCE OF THE CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING GRANT AWARD IN THE AMOUNT OF \$173,880 FOR REIMBURSEMENT OF OFFICE OF EMERGENCY MANAGEMENT (OEM) OPERATIONS

RECOMMENDED ACTION

Recommendation:

1. Accept the Coronavirus Emergency Supplemental Funding (CESF) award in the amount of \$173,880 to assist in preventing, preparing for, and responding to the coronavirus.
2. Ratify the FY2019/20 budget as stated in the Financial Impact.
3. Authorize the City Chief Financial Officer to reclassify previously recorded expenditures to the grant fund pursuant to the grant guidelines in FY2019/20.

SUMMARY

This report requests acceptance of the Coronavirus Emergency Supplemental grant award in the amount of \$173,880 and approve the appropriation of the revenue and expense in Fund 2715, in FY2019/20. This 2-year grant will be used in assisting in preventing, preparing for, and responding to the Coronavirus retroactively back to January 20, 2020 through January 19, 2022.

DISCUSSION

The Office of Justice Program (OJP), U.S. Department of Justice (DOJ) has selected eligible states, local units of governments, and tribes with a direct allocation for the Coronavirus Emergency Supplemental Funding (CESF) Program grant. The City of

Moreno Valley was awarded \$173,880 to be used for preventing, preparing for, and responding to the coronavirus pandemic, also known as Covid-19.

The CESF funds will be used to offset costs incurred in response to Covid-19. Much of those costs include, Personal Protective Equipment (PPE), disinfecting supplies, and personnel costs for essential workers required to assist in responding to Covid-19.

Staff is requesting City Council to approve the CESF Program grant award in the amount of \$173,880 in FY2019/20. This funding will go towards expenses retroactively spent from January 20, 2020 through January 19, 2022. This FY2019/20 request is being brought to you as a prior year adjustment because the grant award was received after the deadline for the June 16, 2020 City Council meeting.

ALTERNATIVES

Council has the following alternatives:

- 1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will allow the use of grant funds to provide assistance in preventing, preparing for, and responding to the Coronavirus.*
- 2. Do not approve and authorize the recommended actions. *This alternative will not allow the use of grant funds to provide assistance in preventing, preparing for, and responding to the Coronavirus.*

FISCAL IMPACT

The budget adjustments for FY 2019/20 have been made pursuant to the acceptance of the grant per City Council Resolution No 2019-27. This Council action will formerly ratify the budget at the Fund level for \$173,880 and allow for the proposed reclassification of appropriations within FY2019/20.

Description	Fund	GL Account No.	Type (Rev/Exp)	FY 19/20 Budget	FY 19/20 Proposed Amendment	FY 19/20 Amended Budget
CESF grant	2715	99-92-76511-485000	Rev	\$0	\$173,880	\$173,880
Grant Expenditures	2715	99-92-76511-611510	Exp	\$0	\$79,380	\$79,380
Grant Expenditures	2715	99-92-76511-630299	Exp	\$0	\$77,676	\$77,676
Grant Expenditures	2715	99-92-76511-630330	Exp	\$0	\$6,824	\$6,824
Grant Expenditures	2715	99-92-76511-660310	Exp	\$0	\$10,000	\$10,000

NOTIFICATION

None.

PREPARATION OF STAFF REPORT

Prepared By:
Name: Felicia London
Title: Public Safety Contracts Administrator

Department Head Approval:
Name: Marshall Eyerman
Title: 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. Award Documents

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	6/15/20 4:12 PM
City Attorney Approval	<u>✓ Approved</u>	7/01/20 4:38 PM
City Manager Approval	<u>✓ Approved</u>	7/01/20 7:16 PM



Department of Justice (DOJ)

Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

June 6, 2020

The Honorable Yxstian Gutierrez
 City of Moreno Valley
 Post Office Box 88005
 Moreno Valley, CA 92552-0805

Dear Mayor Gutierrez:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), has approved the application by City of Moreno Valley for an award under the OJP funding opportunity entitled "BJA FY 20 Coronavirus Emergency Supplemental Funding Program." The approved award amount is \$173,880. These funds are for the project entitled COVID-19 Pandemic Response.

The award document, including award conditions, is enclosed. The entire document is to be reviewed carefully before any decision to accept the award. Also, the webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm) is to be consulted prior to an acceptance. Through that "Legal Notices" webpage, OJP sets out -- by funding opportunity -- certain special circumstances that may or will affect the applicability of one or more award requirements. Any such legal notice pertaining to award requirements that is posted through that webpage is incorporated by reference into the award.

Please note that award requirements include not only award conditions, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. Because these requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds), it is vital that all key staff know the award requirements, and receive the award conditions and the assurances and certifications, as well as the application as approved by OJP. (Information on all pertinent award requirements also must be provided to any subrecipient of the award.)

Should City of Moreno Valley accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Please direct questions regarding this award as follows:

- For program questions, contact Linda Hill-Franklin, Program Manager at (202) 514-0712; and
- For financial questions, contact the Customer Service Center of OJP's Office of the Chief Financial Officer at (800) 458-0786, or at ask.ocfo@usdoj.gov.

We look forward to working with you.

Sincerely,

Katharine T. Sullivan
 Principal Deputy Assistant Attorney General

Encl.

Attachment: Award Documents (4061 : ACCEPTANCE OF THE CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING GRANT AWARD IN THE AMOUNT OF



Department of Justice (DOJ)

Office of Justice Programs

Office of Civil Rights

A.9.a

Washington, DC 20531

June 6, 2020

The Honorable Yxstian A. Gutierrez
City of Moreno Valley
Post Office Box 88005
Moreno Valley, CA 92552-0805

Dear Mayor Gutierrez:

Congratulations on your recent award. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.



We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

Attachment: Award Documents (4061 : ACCEPTANCE OF THE CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING GRANT AWARD IN THE AMOUNT OF

 <p>Department of Justice (DOJ) Office of Justice Programs Bureau of Justice Assistance</p>	<h2 style="margin: 0;">Grant</h2>	<p>PAGE 1 OF 16</p>														
1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Moreno Valley Post Office Box 88005 Moreno Valley, CA 92552-0805	4. AWARD NUMBER: 2020-VD-BX-1797															
	5. PROJECT PERIOD: FROM 01/20/2020 TO 01/31/2022 BUDGET PERIOD: FROM 01/20/2020 TO 01/31/2022															
	6. AWARD DATE 06/06/2020	7. ACTION Initial														
2a. GRANTEE IRS/VENDOR NO. 330076484	8. SUPPLEMENT NUMBER 00															
2b. GRANTEE DUNS NO. 177134186	9. PREVIOUS AWARD AMOUNT \$ 0															
3. PROJECT TITLE COVID-19 Pandemic Response	10. AMOUNT OF THIS AWARD \$ 173,880															
	11. TOTAL AWARD \$ 173,880															
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).																
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY20(BJA - CESF) Pub. L. No. 116-136, Div. B; 28 U.S.C. 530C																
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.034 - Coronavirus Emergency Supplemental Funding Program																
15. METHOD OF PAYMENT GPRS																
[REDACTED] AGENCY APPROVAL [REDACTED]	[REDACTED] GRANTEE ACCEPTANCE [REDACTED]															
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Katharine T. Sullivan Principal Deputy Assistant Attorney General	18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Yxstian A. Gutierrez Mayor:															
17. SIGNATURE OF APPROVING OFFICIAL 	19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE														
[REDACTED] AGENCY USE ONLY [REDACTED]																
20. ACCOUNTING CLASSIFICATION CODES <table border="1" style="width:100%; border-collapse: collapse; font-size: small;"> <thead> <tr> <th>FISCAL YEAR</th> <th>FUND CODE</th> <th>BUD. ACT.</th> <th>DIV. REG.</th> <th>SUB.</th> <th>POMS</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>X</td> <td>B</td> <td>VD</td> <td>80</td> <td>00</td> <td>00</td> <td>173880</td> </tr> </tbody> </table>	FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. REG.	SUB.	POMS	AMOUNT	X	B	VD	80	00	00	173880	21. VVDUGT1674	
FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. REG.	SUB.	POMS	AMOUNT										
X	B	VD	80	00	00	173880										

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)

Attachment: Award Documents (4061 : ACCEPTANCE OF THE CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING GRANT AWARD IN THE AMOUNT OF



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
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Grant**

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PROJECT NUMBER 2020-VD-BX-1797

AWARD DATE 06/06/2020

SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

Attachment: Award Documents (4061 : ACCEPTANCE OF THE CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING GRANT AWARD IN THE AMOUNT OF



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PROJECT NUMBER 2020-VD-BX-1797

AWARD DATE 06/06/2020

SPECIAL CONDITIONS

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2020 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2020 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.



Department of Justice (DOJ)
Office of Justice Programs
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**AWARD CONTINUATION
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PROJECT NUMBER 2020-VD-BX-1797

AWARD DATE 06/06/2020

SPECIAL CONDITIONS

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

Attachment: Award Documents (4061 : ACCEPTANCE OF THE CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING GRANT AWARD IN THE AMOUNT OF



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
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PROJECT NUMBER 2020-VD-BX-1797

AWARD DATE 06/06/2020

SPECIAL CONDITIONS

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
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PROJECT NUMBER 2020-VD-BX-1797

AWARD DATE 06/06/2020

SPECIAL CONDITIONS

9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
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PROJECT NUMBER 2020-VD-BX-1797

AWARD DATE 06/06/2020

SPECIAL CONDITIONS

any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.



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13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

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- 14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

- 15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

- 16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

- 17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

- 18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

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19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

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24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

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27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

31. Signing Authority

This award must be signed by an authorized official of the applicant State, local, or tribal government, on behalf of that applicant State, unit of local government, or Tribe, unless the applicant designates an organizational unit to apply on its behalf. For example, if designated by a unit of local government, a Police Department or Sheriff's Office (or similar agency) may apply on behalf of the applicant jurisdiction, as long as the department, office, or agency is listed as the organizational unit on the SF-424. In that case, the head of the designated organizational unit (such as a Police Chief or Sheriff) may sign the award. Documentation of the designation by the appropriate governing body must be retained by the grant recipient.

32. The "Emergency Appropriations for Coronavirus Health Response and Agency Operations" law (Public Law 116-136) includes definitions, reporting requirements, and certain other provisions that apply (whether in whole or in part) to this award. In addition, consistent with the CESF Program's purposes, which involve preparing for, preventing, and responding to the coronavirus national emergency, OJP will provide notice of any additional CESF program-specific grants administrative requirements on an award page, accessible at <https://www.ojp.gov/funding/explore/CESF-program-specific-condition>, that is incorporated by reference here.

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33. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).
34. FFATA reporting: Subawards and executive compensation
- The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.
- This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
35. Required monitoring of subawards
- The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.
36. Use of program income
- Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.
37. Justice Information Sharing
- Recipients are encouraged to comply any information-sharing projects funded under this award with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) is encouraged to conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information.
38. Avoidance of duplication of networks
- To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity.



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39. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA. The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are: a. New construction; b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places; c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories. The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/ or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bj.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations. Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

40. Establishment of interest-bearing account

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish an interest-bearing account dedicated specifically to this award. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The award funds, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Coronavirus Emergency Supplemental Funding (CESF) program. The recipient also agrees to obligate the award funds in the account(including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

41. Expenditures requiring prior approval

No funds under this award may be expended on individual items costing \$500,000 or more, or to purchase Unmanned Aerial Systems (UAS), Unmanned Aircraft (UA), and/or Unmanned Aerial Vehicles (UAV) without prior written approval from BJA. Prior approval must be obtained post-award, through the submission and approval of a Grant Adjustment Notice (GAN) through OJP's Grant Management System (GMS).

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- 42. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after January 20, 2020

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (January 20, 2020), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Nothing in this condition shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to "supplant" State or local funds.

- 43. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

- 44. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

- 45. Recipient may not obligate, expend, or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the Budget Narrative portion of the application and has issued a Grant Adjustment Notice (GAN) informing the recipient of the approval.

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Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File
From: Orbin Terry, NEPA Coordinator
Subject: Categorical Exclusion for City of Moreno Valley

The Coronavirus Emergency Supplemental Funding (CESF) Program allows eligible states, local units of government, and tribes to support a broad range of activities including preventing, preparing for, and responding to the coronavirus.

All recipients of CESF funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a sub-grantee or third party.

BJA's expectation is that none of the following activities will be conducted whether under this federal award or a related third party action:

- (1) New construction
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species
- (3) A renovation that will change the basic prior use of a facility or significantly change its size
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment
- (5) Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories) other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments.

Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

If, however, award funds are proposed to be used for any of the enumerated projects or activities above, grant recipients must contact their grant manager, and receive written approval prior to commencing that project or activity.

Questions about this determination may be directed to your grant manager or Orbin Terry, Environmental Coordinator for BJA.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**GRANT MANAGER'S MEMORANDUM, PT. I:
PROJECT SUMMARY**

Grant

PROJECT NUMBER
2020-VD-BX-1797

PAGE 1 OF 1

This project is supported under FY20(BJA - CESF) Pub. L. No. 116-136, Div. B; 28 U.S.C. 530C

1. STAFF CONTACT (Name & telephone number)

Linda Hill-Franklin
(202) 514-0712

2. PROJECT DIRECTOR (Name, address & telephone number)

Felicia London
Public Safety Contracts Administrator
14177 Frederick Street
Moreno Valley, CA 92553-9014
(951) 486-6848

3a. TITLE OF THE PROGRAM

BJA FY 20 Coronavirus Emergency Supplemental Funding Program

3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)

4. TITLE OF PROJECT

COVID-19 Pandemic Response

5. NAME & ADDRESS OF GRANTEE

City of Moreno Valley
Post Office Box 88005
Moreno Valley, CA 92552-0805

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 01/20/2020 TO: 01/31/2022

8. BUDGET PERIOD

FROM: 01/20/2020 TO: 01/31/2022

9. AMOUNT OF AWARD

\$ 173,880

10. DATE OF AWARD

06/06/2020

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Coronavirus Emergency Supplemental Funding (CESF) Program allows States, U.S. Territories, the District of Columbia, units of local government, and federally recognized tribal governments to support a broad range of activities to prevent, prepare for, and respond to the coronavirus. Funded projects or initiatives may include, but are not limited to, overtime, equipment (including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), training, travel expenses (particularly related to the distribution of resources to the most impacted areas), and addressing the medical needs of inmates in state, local, and tribal prisons, jails, and detention centers.

NCA/NCF



Report to City Council

TO: Mayor and City Council

FROM: Marshall Eyerman, Assistant City Manager

AGENDA DATE: July 7, 2020

TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, RATIFYING THE ATTESTATION OF VERACITY SUBMITTED TO THE CALIFORNIA ENERGY COMMISSION FOR THE 2019 POWER SOURCE DISCLOSURE PROGRAM ANNUAL REPORT

RECOMMENDED ACTION

Recommendation:

1. Approve Resolution No. 2020-XX. A Resolution of the City Council of the City of Moreno Valley, California, Ratifying the Attestation of Veracity Submitted to the California Energy Commission for the 2019 Power Source Disclosure Program Annual Report.

SUMMARY

Staff recommends that the City Council ratify the submission to the California Energy Commission (CEC) of an attestation of the veracity of the 2019 Power Source Disclosure Program Annual Report. This attestation of veracity is required under Senate Bill 1305.

DISCUSSION

Under state law (Public Utilities Code Sections 398.4 and 398.5), retail suppliers of electricity must annually disclose the electricity sources for their sales to their customers in the form of a Power Content Label. This information must also be submitted to the CEC by June 1 each year in the form of a Power Source Disclosure Report. Article 5 was amended to include the submission of an independent audit report by October 1 each year. In lieu of an independent audit and verification, an authorized agent of the

City may submit to the CEC, under penalty of perjury, an attestation confirming the accuracy of the annual report. The CEC requires that the submission of the attestation be approved by the City Council at a public meeting.

The CEC extended the deadline for submission of the 2019 Power Source Disclosure Program Annual Report to July 20, 2020, while encouraging retail suppliers to submit their reports early. Moreno Valley Utility submitted the City of Moreno Valley's 2019 Power Source Disclosure Program Annual Report to the CEC on June 3, 2020, inclusive of the staff attestation, and will provide the required information to its customers by posting the Power Content Label on its website and as a bill insert when the template is available from the CEC. A copy of the City of Moreno Valley 2019 Power Source Disclosure Program Annual Report is attached to Resolution No. 2020-XX as Exhibit A.

ALTERNATIVES

1. Approve Resolution No. 2020-XX, ratifying the attestation of veracity submitted to the CEC for the 2019 Power Source Disclosure Program Annual Report. *Approval of this Resolution complies with the requirements of California Public Utilities Code Sections 398.4 and 398.5.* Staff recommends this alternative.
2. Do not approve Resolution No. 2020-XX, ratifying the attestation of veracity submitted to the CEC for the 2019 Power Source Disclosure Program Annual Report. *This will not comply with the requirements of California Public Utilities Code Sections 398.4 and 398.5.* Staff does not recommend this alternative.

FISCAL IMPACT

There is no cost to the City for approval of the Resolution.

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

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

CITY COUNCIL STRATEGIC PRIORITIES

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

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 Power Source Disclosure 07072020
- 2. 2019 MVU Power Source Disclosure

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	6/16/20 7:23 PM
City Attorney Approval	<u>✓ Approved</u>	7/01/20 4:47 PM
City Manager Approval	<u>✓ Approved</u>	7/01/20 7:15 PM

RESOLUTION NO. 2020-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, RATIFYING THE ATTESTATION OF VERACITY TO BE SUBMITTED TO THE CALIFORNIA ENERGY COMMISSION FOR THE 2019 POWER SOURCE DISCLOSURE PROGRAM ANNUAL REPORT

WHEREAS, the City of Moreno Valley (the "City"), a municipal corporation, is authorized under various provisions of the California Constitution and the general laws of California (including specifically, Article XI, Section 9(a) of the California Constitution, Public Utilities Code ("PUC") Section 10004, and Government Code Section 39732(a) to establish, purchase, and operate a public utility to furnish its inhabitants with, among other things, electricity; and

WHEREAS, the City operates a municipal electric utility ("Moreno Valley Utility" or "MVU"); and

WHEREAS, as a municipal electric utility, MVU is generally subject to the legislative and regulatory requirements applicable to local publicly owned electric utilities ("POUs"); and

WHEREAS, Senate Bill 1305, as amended by Assembly Bill 162, requires retail suppliers of electricity to disclose sources of energy being used to the California Energy Commission ("CEC") and to consumers in the form of the Power Source Disclosure Program Annual Report and the Annual Power Content Label; and

WHEREAS, the 2019 Power Source Disclosure Program Annual Report and Annual Power Content Label was submitted to the CEC on June 03, 2020, and the Annual Power Content Label will be posted on the City's website for consumers to review; and

WHEREAS, the 2019 Power Source Disclosure Program Annual Report includes an attestation from an authorized agent of the City, under penalty of perjury, confirming the accuracy of the information provided.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY FINDS, DETERMINES, AND DECLARES AS FOLLOWS:

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

1. The City Council hereby ratifies the 2019 Power Source Disclosure Program Annual Report, attached to this Resolution as Exhibit A (incorporated herein by reference).
2. The City Clerk shall certify to the adoption of this Resolution.
3. The Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 7th day of July 2020.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

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

Attachment: Resolution Power Source Disclosure 07072020 (4065 : RESOLUTION RATIFYING THE ATTESTATION OF VERACITY)

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 July 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

Resolution No. 2020-XX³
Date Adopted: July 07, 2020

Attachment: Resolution Power Source Disclosure 07072020 (4065 : RESOLUTION RATIFYING THE ATTESTATION OF VERACITY)



ANNUAL REPORT TO THE CALIFORNIA ENERGY COMMISSION: Power Source Disclosure
SCHEDULE 1: PROCUREMENTS AND RETAIL SALES
For the Year Ending December 31, 2019
(RETAIL SUPPLIER NAME)
(ELECTRICITY PORTFOLIO NAME)

Instructions: Enter information about power procurements underlying this electricity portfolio for which your company is filing the Annual Report. Insert additional rows as needed. All fields in white should be filled out. Fields in grey auto-populate as needed and should not be filled out. For firm-and-shaped imports, provide the EIA ID of the substitute power, not the generator ID of the RECs. For EIA IDs for unspecified power or specified system mixes from asset-controlling suppliers, enter "unspecified", "BPA," "Powerex," or "Tacoma" as applicable. For specified procurements of ACS power, use the ACS Procurement Calculator to calculate the resource breakdown comprising the ACS system mix. Procurements of unspecified power must not be entered as line items below; unspecified power will be calculated automatically in cell L9. Unbundled RECs must not be entered on Schedule 1; these products must be entered on Schedule 2. At the bottom portion of the schedule, provide the other electricity end-uses that are not retail sales including, but not limited to transmission and distribution losses or municipal street lighting. Amounts should be in megawatt-hours.

Retail Sales (MWh)	193,013
Net Specified Procurement (MWh)	64,378
Unspecified Power (MWh)	128,635
Procurement to be adjusted	-
Net Natural Gas	-
Net Coal & Other Fossil Fuels	-
Net Nuclear, Large Hydro & Renewables	64,378

DIRECTLY DELIVERED RENEWABLES

Facility Name	Fuel Type	State or Province	WREGIS ID	RPS ID	N/A	EIA ID	Gross MWh		Adjusted Net MWh		N/A
							Procured	MWh Resold	Procured	Procured	
RE Astoria 2	Solar	CA	W4931	62691A		59977	5,741		5,741	5,741	
Whitney Point Solar, LLC	Solar	CA	W5441	61186A		60619	11,711		11,711	11,711	
Rancho Penasquitos Hydroelectric Facility - RPHES-G100	Eligible hydro	CA	W204	60470A		56615	13,037		13,037	13,037	
Monolith 4	Wind	CA	W395	60416A			152		152	152	
Monolith 5	Wind	CA	W396	60417A			87		87	87	
Monolith 6	Wind	CA	W397	60418A			139		139	139	
Monolith 7	Wind	CA	W398	60419A			112		112	112	
Ridgetop Energy, LLC (I)	Wind	CA	W406	60375A		10597	1,574		1,574	1,574	
Cameron Ridge LLC (III)	Wind	CA	W407	60392A		10586	2,114		2,114	2,114	
Ridgetop Energy, LLC (II)	Wind	CA	W408	60407A			1,143		1,143	1,143	
Windpark Unlimited 1	Wind	CA	W410	60378A		10027	538		538	538	
San Geronio East	Wind	CA	W4764	63228A			750		750	750	
Windpark Unlimited 2	Wind	CA	W4916	63076A		60321	1,126		1,126	1,126	
Terra-Gen Mohave Wind Farms, LLC - Morwind	Wind	CA	W498	60380A			1,250		1,250	1,250	
Oak Creek Wind Power, LLC	Wind	CA	W509	60429A			976		976	976	
Difwind Farms Limited V	Wind	CA	W512	60389A		54685	208		208	208	
Altwind 2	Wind	CA	W514	60402A			544		544	544	
Painted Hills Wind Park	Wind	CA	W524	60421A		50533	1,319		1,319	1,319	
Altwind 3	Wind	CA	W749	60403A			223		223	223	
Cabazon Wind Partners	Wind	CA	W834	60736A		56011	1,089		1,089	1,089	
Whitewater Hill Wind Partners	Wind	CA	W835	60737A		56012	1,660		1,660	1,660	
Coso Energy Developers BLM West Unit 9	Geothermal	CA	W748	60322A		10875	6,232		6,232	6,232	
Coso Finance Partners - Navy 1 - Unit 2	Geothermal	CA	W746	60321A		10873	10,090		10,090	10,090	
Coso Finance Partners - Navy 1 - Unit 3	Geothermal	CA	W747	60309A		10873	1,673		1,673	1,673	
City of Moreno Valley - City Hall Solar Carport	Solar	CA	W7208	63790A			890		890	890	

Attachment: 2019 MVU Power Source Disclosure (4065 : RESOLUTION RATIFYING THE ATTESTATION



FIRMED-AND-SHAPED IMPORTS											
Facility Name	Fuel Type	State or Province	WREGIS ID	RPS ID	EIA ID of REC Source	EIA ID of Substitute Power	Gross MWh Procured	MWh Resold	Net MWh Procured	Adjusted Net MWh Procured	Eligible for Grandfathered Emissions?
									-	-	
									-	-	
									-	-	
									-	-	
									-	-	
									-	-	
									-	-	
									-	-	
									-	-	
									-	-	
									-	-	
SPECIFIED NON-RENEWABLE PROCUREMENTS											
Facility Name	Fuel Type	State or Province	N/A	N/A	N/A	EIA ID	Gross MWh Procured	MWh Resold	Net MWh Procured	Adjusted Net MWh Procured	N/A
									-	-	
									-	-	
									-	-	
									-	-	
									-	-	
									-	-	
									-	-	
									-	-	
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									-	-	
									-	-	
									-	-	
PROCUREMENTS FROM ASSET-CONTROLLING SUPPLIERS											
Facility Name	Fuel Type	N/A	N/A	N/A	N/A	EIA ID	Gross MWh Procured	MWh Resold	Net MWh Procured	Adjusted Net MWh Procured	N/A
									-	-	
									-	-	
									-	-	
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Attachment: 2019 MVU Power Source Disclosure (4065 : RESOLUTION RATIFYING THE ATTESTATION



END USES OTHER THAN RETAIL SALES	MWh
Distribution losses	11456



**ANNUAL REPORT TO THE CALIFORNIA ENERGY COMMISSION: Power Source
 SCHEDULE 3: ANNUAL POWER CONTENT LABEL DATA
 for the year ending December 31, 2019
 (RETAIL SUPPLIER NAME)
 (ELECTRICITY PORTFOLIO NAME)**

Instructions: No data input is needed on this schedule. Retail suppliers should use these auto-populated calculations to fill out their Power Content Labels.

	Adjusted Net Procured (MWh)	Percent of Total Retail Sales
Renewable Procurements	64,378	33.4%
Biomass & Biowaste	-	0.0%
Geothermal	17,995	9.3%
Eligible Hydroelectric	13,037	6.8%
Solar	18,342	9.5%
Wind	15,004	7.8%
Coal	-	0.0%
Large Hydroelectric	-	0.0%
Natural gas	-	0.0%
Nuclear	-	0.0%
Other	-	0.0%
Unspecified Power	128,635	66.6%
Total	193,013	100.0%

Total Retail Sales (MWh)	193,013
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Percentage of Retail Sales Covered by Retired Unbundled RECs	0.0%
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Attachment: 2019 MVU Power Source Disclosure (4065 : RESOLUTION RATIFYING THE ATTESTATION OF VERACITY)



**ANNUAL REPORT TO THE CALIFORNIA ENERGY COMMISSION: Power Source Disclosure
 ATTESTATION FORM
 for the year ending December 31, 2019
 (RETAIL SUPPLIER NAME)
 (ELECTRICITY PORTFOLIO NAME)**

I, Jeannette Olko, Electric Utility Division Manager, declare under penalty of perjury, that the statements contained in this report including Schedules 1, 2, and 3 are true and correct and that I, as an authorized agent of the City of Moreno Valley, have authority to submit this report on the company's behalf. I further declare that the megawatt-hours claimed as specified purchases as shown in these Schedules were, to the best of my knowledge, sold once and only once to retail customers.

Name: Jeannette Olko
 Representing (Retail Supplier): City of Moreno Valley
 Signature: [Handwritten Signature]
 Dated: 6-2-2020
 Executed at: Moreno Valley, CA



Report to City Council

TO: Mayor and City Council

FROM: Marshall Eyerman, Assistant City Manager

AGENDA DATE: July 7, 2020

TITLE: RESOLUTION OF THE CITY OF MORENO VALLEY SERVING AS THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING THE AMENDED RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE PERIOD OF JANUARY 1, 2021 THROUGH JUNE 30, 2021 (ROPS 20-21B)

RECOMMENDED ACTION

Recommendations: That the City Council as Successor Agency:

1. Adopt Resolution No. SA 2020-____. A Resolution of the City Council of the City of Moreno Valley, California, Serving as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley Approving the Amended Recognized Obligation Payment Schedule for the Period of January 1, 2021 through June 30, 2021 (ROPS 20-21B), and Authorizing the City Manager acting for the Successor Agency or his/her Designee to Make Modifications Thereto.
2. Authorize the City Manager acting for the Successor Agency or his/her Designee to make modifications to the Schedule.
3. Authorize the transmittal of the ROPS 20-21B, for the period of January 1, 2021 through June 30, 2021, ("Exhibit A") to the Countywide Oversight Board for County of Riverside for review and approval.

SUMMARY

This report recommends adoption of the Proposed Resolution approving the amended Recognized Obligation Payment Schedule (ROPS 20-21B), for the period of January 1, 2021 through June 30, 2021. The ROPS 20-21B amendment is being proposed to increase the payment to Robertson's Ready Mix Inc. based on revenues received by

the City.

As successor agency (“Successor Agency”) to the Community Redevelopment Agency (RDA) of the City of Moreno Valley, the City is responsible for winding down the affairs of the former RDA including disposing of its assets, making payments and performing other obligations owed for Enforceable Obligations. The Recognized Obligation Payment Schedules certain applicable periods provide the details necessary for the City serving as the Successor Agency to fulfill the former RDA’s legally binding and enforceable agreements as required by law.

DISCUSSION

ABX1 26 requires the Successor Agency to approve a Recognized Obligation Payment Schedule (“ROPS”) for each six-month period. The required content of the ROPS, set forth in Health and Safety Code Section 34177(l)(1), details all of the Successor Agency’s legally binding and enforceable obligations, anticipated payments, and sources of payments. Recognized obligations include bonds, loans, judgments, settlements, any legally binding and enforceable agreements or contracts, and contracts and agreements for agency administration or operation. AB 1484 further clarifies certain matters associated with the dissolution of RDAs and addresses substantive issues related to administrative processes, affordable housing activities, and repayment of loans from communities, use of existing bond proceeds, and the disposition or retention of Successor Agency assets.

In order to facilitate the wind down process, on behalf of the Successor Agency, the City Council has adopted the following Resolutions:

- Resolution No. 2012-13, adopted on February 28, 2012, approving a Recognized Obligation Payment Schedule for the period of January 1, 2012 through June 30, 2012.
- Resolution No. 2012-22, adopted on April 10, 2012, approving a Second Recognized Obligation Payment Schedule for the period of July 1, 2012 through December 31, 2012.
- Resolution No. 2012-71, adopted on August 28, 2012, approving a Second Recognized Obligation Payment Schedule for the period of January 1, 2013 through June 30, 2013.
- Resolution No. SA 2013-02, adopted on February 26, 2013, approving a Recognized Obligation Payment Schedule (ROPS 13-14 A) for the period of July 1, 2013 through December 31, 2013.
- Resolution No. SA 2013-09, adopted on September 24, 2013, approving a Recognized Obligation Payment Schedule (ROPS 13-14 B) for the period of January 1, 2014 through June 30, 2014.

- Resolution No. SA 2014-01, adopted on February 25, 2014, approving a Recognized Obligation Payment Schedule (ROPS 14-15 A) for the period of July 1, 2014 through December 31, 2014.
- Resolution No. SA 2014-02, adopted on September 23, 2014, approving a Recognized Obligation Payment Schedule (ROPS 14-15 B) for the period of January 1, 2015 through June 30, 2015.
- Resolution No. SA 2015-01, adopted on February 24, 2015, approving a Recognized Obligation Payment Schedule (ROPS 15-16 A) for the period of July 1, 2015 through December 31, 2015.
- Resolution No. SA 2015-02, adopted on September 22, 2015, approving a Recognized Obligation Payment Schedule (ROPS 15-16 B) for the period of January 1, 2016 through June 30, 2016.
- Resolution No. SA 2016-01, adopted on January 19, 2016, approving a Recognized Obligation Payment Schedule (ROPS 16-17) for the period of July 1, 2016 through June 30, 2017.
- Resolution No. SA 2016-02, adopted on September 6, 2016, approving a Recognized Obligation Payment Schedule (ROPS 16-17B) for the period of January 1, 2017 through June 30, 2017.
- Resolution No. SA 2016-04, adopted on December 12, 2016, approving a Recognized Obligation Payment Schedule (ROPS 17-18) for the period of July 1, 2017 through June 30, 2018.
- Resolution No. SA 2017-05, adopted on September 19, 2017, approving a Recognized Obligation Payment Schedule (ROPS 17-18B) for the period of January 1, 2018 through June 30, 2018.
- Resolution No. SA 2018-01, adopted on January 16, 2018, approving a Recognized Obligation Payment Schedule (ROPS 18-19) for the period of July 1, 2018 through June 30, 2019.
- Resolution No. SA 2018-04, adopted on September 4, 2018, approving a Recognized Obligation Payment Schedule (ROPS 18-19B) for the period of January 1, 2019 through June 30, 2019.
- Resolution No. SA 2018-06, adopted on December 18, 2018, approving a Recognized Obligation Payment Schedule (ROPS 19-20) for the period of July 1, 2019 through June 30, 2020.
- Resolution No. SA 2019-02, adopted on August 20, 2019, approving a

Recognized Obligation Payment Schedule (ROPS 19-20B) for the period of January 1, 2020 through June 30, 2020.

- Resolution No. SA 2019-03, adopted on December 3, 2019, approving a Recognized Obligation Payment Schedule (ROPS 20-21) for the period of July 1, 2020 through June 30, 2021.

Once approved, the ROPS 20-21B will be submitted to the Successor Agency's Countywide Oversight Board for County of Riverside ("Oversight Board") for review and approval. Upon approval by the Oversight Board, a copy of the approved ROPS will be transmitted to the County-Auditor Controller, the State Controller's Office, the State Department of Finance, and posted to the City's website.

ALTERNATIVES

1. Adopt the attached proposed resolution, which approves the amended Recognized Obligation Payment Schedule, for the period of January 1, 2021 through June 30, 2021 and authorizing the transmittal of said Schedules to the Oversight Board for review and approval. *Staff recommends this alternative because it allows the City serving as the Successor Agency to make required debt service payments in accordance with the State legislation.*
2. Decline to adopt the attached proposed resolution which would not allow the City, serving as the Successor Agency, to maintain the operations, and fulfill debt obligations of the former RDA as required by law. *Staff does not recommend this alternative.*

FISCAL IMPACT

The Recognized Obligation Payment Schedule provides the details necessary for the City serving as the Successor Agency to fulfill the former RDA's legally binding and enforceable agreements. The ROPS 20-21B will serve as authorization to pay obligations listed during the noted period.

With the dissolution of the former RDA, there are continued risks that the payment of certain agreements may not be approved by the California Department of Finance, which will impact the General Fund. When these costs can be considered a short-term loan from the City to the Successor Agency and thus considered an enforceable obligation of the Successor Agency, the City shall seek reimbursement as available.

NOTIFICATION

The agenda for the meeting during which this item may be considered has been posted in the three locations that have been designated for the posting of City Council agendas, in compliance with the Brown Act.

PREPARATION OF STAFF REPORT

Prepared By:
Brian Mohan
Financial Resources 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

ATTACHMENTS

- 1. SA Resolution 2020-____

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	6/24/20 6:39 AM
City Attorney Approval	<u>✓ Approved</u>	6/25/20 10:11 AM
City Manager Approval	<u>✓ Approved</u>	6/30/20 4:51 PM

RESOLUTION NO. SA 2020-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, SERVING AS SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE PERIOD OF JANAUARY 1, 2021 THROUGH JUNE 30, 2021 (ROPS 20-21B), AND AUTHORIZING THE CITY MANAGER ACTING FOR THE SUCCESSOR AGENCY OR HIS/HER DESIGNEE TO MAKE MINOR MODIFICATIONS THERETO

WHEREAS, the City Council of the City of Moreno Valley agreed to serve as successor agency to the Community Redevelopment Agency of the City of Moreno Valley ("Former RDA") commencing upon dissolution of the Former RDA on February 1, 2012 pursuant to Assembly Bill x1 26, as amended by AB 1484; and

WHEREAS, pursuant to Health and Safety Code Section 34177(l), before each six-month fiscal period, the successor agency to a dissolved redevelopment agency such as the Former RDA is required to adopt a draft Recognized Obligation Payment Schedule ("ROPS") that lists all of the obligations that are "enforceable obligations" within the meaning of Health and Safety Code Section 34171, and which identifies a source of payment for each such obligation from among (i) the Low and Moderate Income Housing Fund; (ii) bond proceeds; (iii) reserve balances; (iv) the administrative cost allowance; (v) revenues from rents, concessions, interest earnings, and asset sales; and (vi) the Redevelopment Property Tax Trust Fund established by the County Auditor-Controller to the extent no other source of funding is available or payment from property tax is contractually or statutorily required; and

WHEREAS, the City of Moreno Valley ("City"), acting as the successor agency to the Former RDA ("Successor Agency") has prepared a ROPS covering the period January 1, 2021 through June 30, 2021 ("ROPS 20-21B"); and

WHEREAS, the draft ROPS must be concurrently submitted to the County Administrative Officer, the County Auditor-Controller, the State Department of Finance, and the Countywide Oversight Board for County of Riverside ("Oversight Board").

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, SERVING AS THE SUCCESSOR AGENCY, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. RECITALS

1
Resolution No. SA 2020-___
Date Adopted: July 7, 2020

Attachment: SA Resolution 2020-___ (4048 : RESOLUTION OF THE CITY OF MORENO VALLEY SERVING AS THE SUCCESSOR AGENCY TO

That the foregoing recitals are incorporated into this Resolution by this reference, and constitute a material part of this Resolution.

SECTION 2. APPROVAL OF ROPS 20-21B

That the City Council acting on behalf of the Successor Agency hereby approve and adopt ROPS 20-21B, in substantially the form attached hereto as Exhibit "A."

SECTION 3. TRANSMITTAL

That City staff, acting for the Successor Agency, is directed to transmit the ROPS 20-21B to the Oversight Board, County Administrative Officer, the County Auditor-Controller, and the State Department of Finance.

Section 4. OTHER ACTS

That the City Manager, acting for the Successor Agency, or his/her designee is hereby authorized to make minor modifications to the ROPS 20-21B, and each officer of the City, acting for the Successor Agency, is hereby authorized and directed, jointly and severally, to execute and deliver such documents and instruments and to do such things which may be necessary or proper to effectuate the purposes of this Resolution, and any such actions previously taken by such officers are hereby ratified, approved and confirmed. Such acts shall include, but shall not be limited to, reformatting of the ROPS 20-21B as may be required by the Department of Finance or Oversight Board.

Section 5. SEVERABILITY

That if any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City Council acting for the Successor Agency hereby declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion thereof.

Section 6. EFFECTIVE DATE

That this Resolution shall take effect immediately upon adoption.

Section 7. CERTIFICATION

That the City Clerk acting for the Successor Agency shall certify to the passage of this Resolution and enter it into the book of original resolutions.

Resolution No. SA 2020-2
Date Adopted: July 7, 2020

Attachment: SA Resolution 2020-____ (4048 : RESOLUTION OF THE CITY OF MORENO VALLEY SERVING AS THE SUCCESSOR AGENCY TO

APPROVED AND ADOPTED this 7th day of July 2020.

Mayor acting for Successor Agency

ATTEST:

City Clerk acting for Successor Agency

APPROVED AS TO FORM:

City Attorney acting for Successor Agency

Resolution No. SA 2020-³
Date Adopted: July 7, 2020

Attachment: SA Resolution 2020-____ (4048 : RESOLUTION OF THE CITY OF MORENO VALLEY SERVING AS THE SUCCESSOR AGENCY TO

RESOLUTION JURAT

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

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. SA 2020-___ 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 July, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

Resolution No. SA 2020-⁴
Date Adopted: July 7, 2020

Attachment: SA Resolution 2020-___ (4048 : RESOLUTION OF THE CITY OF MORENO VALLEY SERVING AS THE SUCCESSOR AGENCY TO

EXHIBIT "A"

ROPS 20-21B COVERING JANUARY 1, 2021 THROUGH JUNE 30, 2021

SEE ATTACHED

Resolution No. SA 2020-5
Date Adopted: July 7, 2020

Attachment: SA Resolution 2020-____ (4048 : RESOLUTION OF THE CITY OF MORENO VALLEY SERVING AS THE SUCCESSOR AGENCY TO

Moreno Valley

ROPS 2020-21 Amended

Summary	Detail	Submission				
			Requested Funding for Obligations	Authorized Amounts	Requested Adjustments	Amended Total
A	Obligations Funded as Follows (B+C+D)			601,589	0	601,589
B	Bond Proceeds			601,589	0	0
C	Reserve Balance			0	0	0
D	Other Funds			0	0	0
E	Redevelopment Property Tax Trust Fund (RPTTF) (F+G)			1,934,942	16,294	1,951,236
F	RPTTF			1,809,942	16,294	1,826,236
G	Administrative RPTTF			125,000	0	125,000
H	Current Period Obligations (A+E)			2,536,531	16,294	2,552,825

Moreno Valley

ROPS 2019-20 Amended

Summary Detail Submission

Filter Export to Excel Printable Table

Item #	Obligation Name	Obligation Type	Total Outstanding Balance	AUTHORIZED AMOUNTS						REQUESTED ADJUSTMENTS						Notes
				Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	Total Authorized	Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	Total Adjusted	
	TOTAL		64,226,049	601,589	-	-	1,809,942	125,000	2,536,531	-	-	-	16,294	-	16,294	
	2	2007 Special Tax Refunding Bonds - Towngate 87-1	1,203,178	601,589	-	-	-	-	601,589	-	-	-	-	-	-	
	3	Improvement Area No. 1 Special Tax Refunding Bonds	990,000	-	-	-	141,102	-	141,102	-	-	-	-	-	-	
	5	2011 Refunding of 97 LRB Bonds	450,000	-	-	-	75,000	-	75,000	-	-	-	-	-	-	
	13	CalPERS Retirement Liability	193,971	-	-	-	-	-	-	-	-	-	-	-	-	
	14	Retiree Medical Trust (CERBT)	62,466	-	-	-	-	-	-	-	-	-	-	-	-	
	17	Towngate Acquisition Note	21,626,841	-	-	-	700,000	-	700,000	-	-	-	-	-	-	
	19	Robertson's Ready Mix, Inc. OPA	1,404,593	-	-	-	138,400	-	138,400	-	-	-	16,294	-	16,294	The ROPS 20-21B amendment is being proposed to increase the payment to Robertson's Ready Mix Inc. based on Sales Tax revenues received by the City.
	24	Payroll Costs/Operating Costs	250,000	-	-	-	-	125,000	125,000	-	-	-	-	-	-	
	88	2017 Refunding of the 2007 Tax Allocation Bonds Series A	38,045,000	-	-	-	755,440	-	755,440	-	-	-	-	-	-	

Attachment: SA Resolution 2020-___ (4048 : RESOLUTION OF THE CITY OF MORENO VALLEY SERVING AS THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPME)



Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: July 7, 2020

TITLE: REJECT ALL BIDS SUBMITTED FOR THE SUNNYMEAD - FLAMING ARROW DRIVE STORM DRAIN (SUNNYMEAD MDP LINE M-11 EXTENSION) – PROJECT NO. 804 0014

RECOMMENDED ACTION

Recommendation:

1. Reject all bids opened on June 2, 2020 for the Sunnymead - Flaming Arrow Drive Storm Drain (Sunnymead MDP Line M-11 Extension) project.

SUMMARY

This report recommends rejection of all bids opened on June 2, 2020 for the construction of the Sunnymead - Flaming Arrow Drive Storm Drain (Sunnymead MDP Line M-11 Extension) project. This project is funded by Community Development Block Grant (Fund 2512), Riverside County Flood Control and Water Conservation District (RCFC&WCD) (Public Works Capital Projects Fund 3002), and Measure A (Fund 2001). There was only one bid received, and it was considerably higher than the Engineer's estimate and the project's available funding.

DISCUSSION

This storm drain project extends from the east end of Saint Christopher Lane, east of Perris Boulevard, southerly within storm drain easements to Sweet Grass Drive, easterly to Flaming Arrow Drive and southerly to just north of Bay Avenue. It will collect storm water from the eastern terminus of Saint Christopher Lane and adjoining properties.

The project design and bidding documents were completed jointly by the City of Moreno Valley and Riverside County Flood Control and Water Conservation District (RCFC&WCD). The project was advertised for construction bids on May 7, 2020 and

formal bidding procedures were followed in conformance with the Public Contract Code. One bid was received via the electronic bid management system, PlanetBids, on June 2, 2020 as follows:

<u>CONTRACTORS</u>	<u>Base Bid + Additive Alt. Bid 1</u>
1. Gentry General Engineering, Inc.	\$859,215.00

The bid received was considerably higher than the budgeted amount for construction, which was \$420,000. The City’s Municipal Code and the project’s bidding documents state that the City has the right to reject all bids at its sole discretion. Staff recommends that the bid be rejected at this time. With only one bid received, it’s difficult to analyze any project issues or engineering design concerns. City staff, with input from RCFC&WCD staff, will evaluate options to re-bid this project in the near future.

ALTERNATIVES

1. Approve and authorize the recommended action as presented in this staff report. *Staff recommends this alternative as the bid exceeds the available budget.*
2. Do not approve and authorize the recommended action as presented in this staff report. *Staff does not recommend this option as award of the contract at this price would require seeking substantial additional funds to construct the project.*

FISCAL IMPACT

PROJECT BUDGET:

CDBG	
(2512-70-77-80004-720199) (Project No. 804 0014-2512-99).....	\$250,000
RCFC&WCD/Public Works Capital Projects	
(3002-70-77-80004-720199) (Project No. 804 0014-3002-99)	\$355,510
Measure A	
(2001-70-77-80004-720199) (Project No. 804 0014-2001-99).....	\$124,490
EMWD/Public Works Capital Projects	
(3002-70-77-80004-720199) (Project No. 804 0014-3002-99)	<u>\$118,875</u>
Total	<u>\$848,875</u>

NOTIFICATION

Agenda Publication

PREPARATION OF STAFF REPORT

Prepared By:
Margery Lazarus
Senior Engineer, PE

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

Concurred By:
Henry Ngo, PE

Capital Projects Division Manager

CITY COUNCIL GOALS

Public Safety. Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

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

Community Image, Neighborhood Pride and Cleanliness. Promote a sense of community pride and foster an excellent image about our City by developing and executing programs which will result in quality development, enhanced neighborhood preservation efforts, including home rehabilitation and neighborhood restoration.

CITY COUNCIL STRATEGIC PRIORITIES

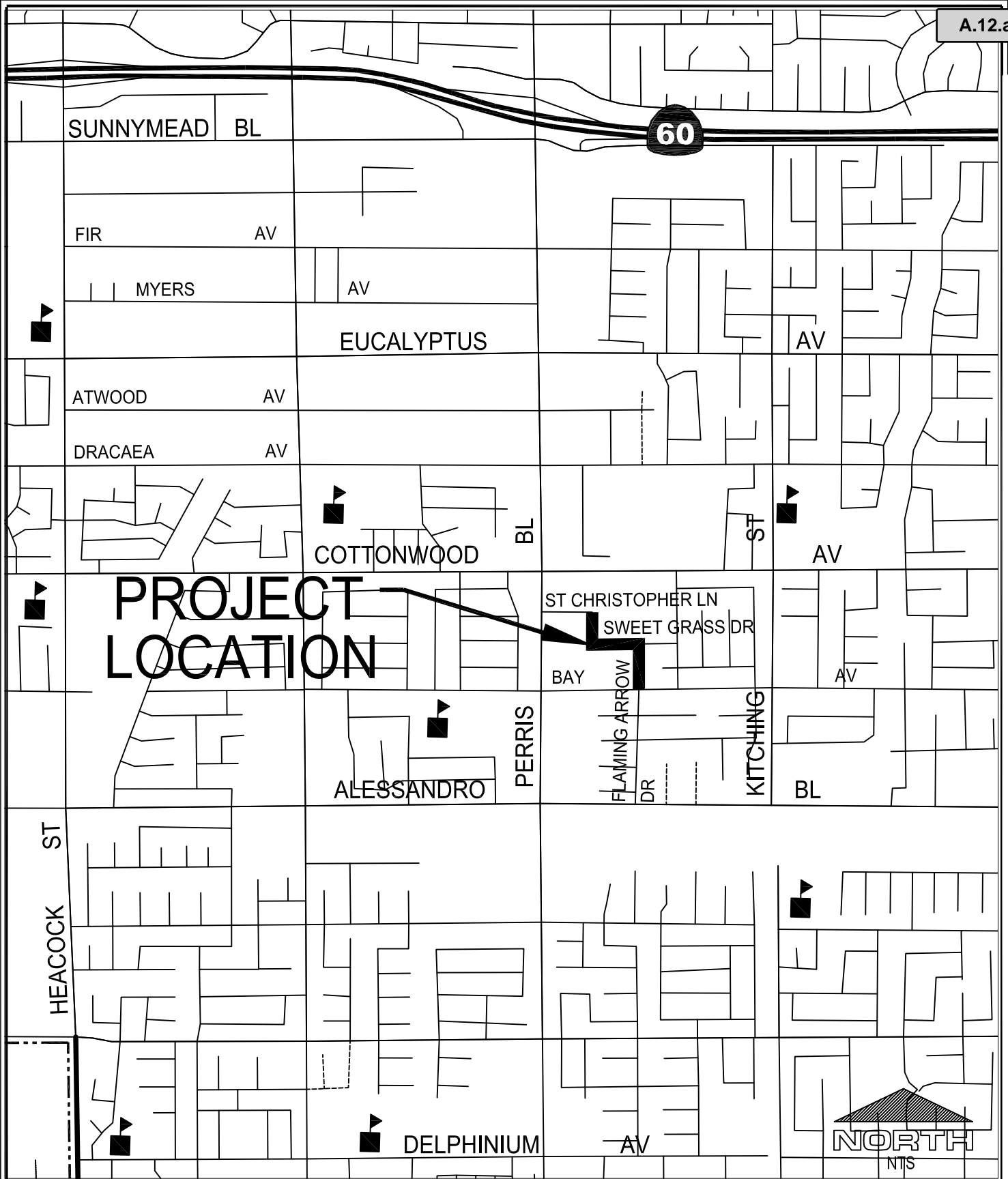
1. Economic Development
2. Public Safety
3. Library
4. Infrastructure
5. Beautification, Community Engagement, and Quality of Life
6. Youth Programs

ATTACHMENTS

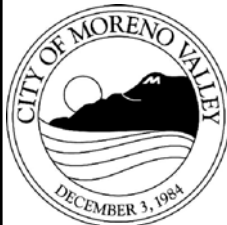
1. Location Map

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	6/23/20 6:38 PM
City Attorney Approval	<u>✓ Approved</u>	6/23/20 10:02 AM
City Manager Approval	<u>✓ Approved</u>	6/24/20 3:45 PM



**PROJECT
LOCATION**



LOCATION MAP

Public Works Department
Capital Projects Division

SUNNYMEAD - FLAMING ARROW DRIVE
STORM DRAIN

ATTACHMENT 1

PROJECT No 804 0014

Packet Pg. 126

Attachment: Location Map (4088 : REJECT ALL BIDS SUBMITTED FOR THE SUNNYMEAD - FLAMING ARROW DRIVE STORM DRAIN



Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: July 7, 2020

TITLE: APPROPRIATE DEVELOPMENT IMPACT FEE FUNDS FOR SR-60/MORENO BEACH DRIVE PHASE 2 PROJECT 801 0021

RECOMMENDED ACTION

Recommendations:

1. Authorize budget adjustments as set forth in the Fiscal Impact section of this report;
2. Authorize the City Manager to sign a Memorandum of Understanding (MOU) or interim document that commits funds, if necessary, subject to approval by the City Attorney;
3. Approve a draft template agreement with Riverpark Mitigation Bank and authorize the issuance of a purchase order, subject to approval by the City Attorney; and
4. Authorize the Public Works Director/City Engineer to execute agreements and permits from the permitting agencies.

SUMMARY

This report requests an allocation of Development Impact Fee (DIF) funds to the State Route 60/Moreno Beach Drive Phase 2 Interchange Improvement Project. The budget adjustment addresses ongoing negotiations with environmental permitting agencies in order to be ready to advertise the project for construction (Ready To List or RTL) to ensure the Project meets funding deadlines.

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. On April 7, 2020 City Council approved an Amendment to the Agreement for Parsons to complete the design so the project can be advertised for construction. The 100% plans, specifications, and estimate (PS&E) are in the process of being approved.

Three construction permit applications and negotiations of their terms is one of the final activities prior to project advertisement. Parsons completed and submitted a Multiple Species Habitat Conservation Plan Consistency Analysis Report, supplemental environmental reports, and wetland delineation documents for the three permitting agencies. At agencies' requests, the project team has conducted field reviews, researched proposed mitigation options, and prepared updated reports. The United States Army Corps of Engineers has issued a permit. The California Department of Fish and Wildlife (CDFW) and the State Regional Water Quality Control Board (RWQCB) permits are pending.

CDFW and RWQCB are the agencies that are requiring mitigation as part of their permits. A project typically has to compensate for loss of wetland and wetland-related areas affected by the project footprint. The compensatory mitigation option that meets the time constraints of the SB1 funding is to purchase credits, or acreage, from an off-site location, but within the same watershed, called a mitigation bank. Based on available banks and credits, quotes range from \$400,000 to \$800,000 for the Project. The DIF appropriation, when added to available funds in the project budget, is requested in order for the project team to be in a position to negotiate and commit, if required.

Appropriation of the DIF funding as outlined in this report will ensure that funds are available should they be needed to obtain the permits prior to getting Caltrans' approval for advertisement of the project. Permit agencies may ask for written commitments in the form of a Memorandum of Understanding (MOU) or similar document. City Council is requested to authorize the City Manager to sign a MOU or interim document that commits funds so the permits can be issued prior to payment, subject to the review by the City Attorney.

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 flexibility to negotiate for permits for the Project, and take related actions.*

- 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 project design 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 requested in this staff report are needed to assist funding the environmental mitigation fee.

Staff recommends the appropriation of \$300,000 of DIF Interchange funds to the Project #801 0021.

Category	Fund	GL Account Project Number	Type	FY 20/21 Budget	Proposed Adjustment	FY 20/21 Amended Budget
CIP	DIF Interchange Improvement	2911-99-95-92911-903311	EXP	\$0	\$300,000	\$300,000
CIP	DIF Interchange Improvement Capital Projects	3311-99-99-93311-802911	REV	\$0	\$300,000	\$300,000
CIP	DIF Interchange Improvement Capital Projects	3311-70-77-80001-720199 801 0021 70 77-3311-99	EXP	\$0 \$0	\$300,000 \$300,000	\$300,000 \$300,000

BUDGET FOR SR-60/MORENO BEACH PHASE 2 INTERCHANGE IMPROVEMENTS – DESIGN PHASE

TUMF (includes pending \$300,000 amendment)
 (3003-70-77-80001-720199) (801 0021 70 77-3003-99).....\$1,472,978
 DIF Interchange Improvements
 (3311-70-77-80001-720199) (801 0021 70 77-3311-99).....\$1,100,872
 Proposed Additional DIF Interchange Improvement
 (3311-70-77-80001-720199) (801 0021 70 77-3311-99).....\$300,000
 Total Design Budget.....\$2,873,850

ESTIMATED COSTS FOR DESIGN PHASE:

Consultant Costs (Parsons)..... \$1,833,606
 Environmental Mitigation...(TBD)..... \$800,000
 Utility Agreements/Deposits/Service Connections..... \$70,000
 Staff Salaries/Administration*..... \$170,000
 Total Estimated Cost..... \$2,873,606

**Includes City project administration, plan review fees, and other related miscellaneous costs.*

ANTICIPATED PROJECT SCHEDULE:

Complete Design.....September 2020
 Start Construction..... Winter 2020
 Complete Construction.....Summer 2022

NOTIFICATION

Public notification and community outreach will take place throughout the construction of the 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.

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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

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	6/30/20 4:43 PM
City Attorney Approval	<u>✓ Approved</u>	6/30/20 4:30 PM
City Manager Approval	<u>✓ Approved</u>	6/30/20 4:49 PM



AGREEMENT FOR SALE OF CREDITS

This Agreement is entered into this ____ day of _____, 2020, by and between EIP III CREDIT CO., LLC, a Delaware limited liability company (Bank Sponsor) and _____, a _____ (Project Proponent), jointly referred to as the “Parties,” as follows:

RECITALS

A. The Bank Sponsor has developed the Riverpark Mitigation Bank (Bank) located in Riverside County, California; and

B. The Bank has been developed pursuant to a Bank Enabling Instrument (BEI) entered into by and between Bank Sponsor, the Los Angeles District of the U.S. Army Corps of Engineers (USACE) (File No. SPL-2015-00318), United States Fish and Wildlife Service (USFWS), the California Regional Water Quality Control Board, Region 8 (Regional Water Boards), and the California Department of Fish and Wildlife (CDFW) (Tracking No. 1798-2015-01-R6), on December 17, 2019, and

C. Project Proponent is seeking to implement the project described on Exhibit “A” attached hereto (Project), which would unavoidably and adversely impact Riverine Wetland, and seeks to compensate for the loss of Riverine Wetland by purchasing Credits from Bank Sponsor; and

D. Project Proponent has been authorized by CDFW: _____ and RWQCB: SARWQCB WDID# _____ purchase from the Bank _____ rehabilitation CDFW mitigation Credit; and USACE: SPL _____ to purchase from the Bank _____ re-establishment USACE mitigation Credit (which is a subset of the _____ rehabilitation CDFW mitigation Credit and not in addition to the _____ CDFW Credit), upon confirmation by the Bank Sponsor of Credit availability/adequate balance of Credits remaining for Transfer; and

E. Project Proponent desires to purchase from Bank Sponsor and Bank Sponsor desires to sell to Project Proponent _____ Re-establishment Credit and _____ Rehabilitation Credit;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Bank Sponsor hereby sells to Project Proponent and Project Proponent hereby purchases from Bank Sponsor ____ Re-establishment Credit and ____ Rehabilitation Credit. The Bank Sponsor will upon receipt of the Purchase Price deliver to Project Proponent an executed Bill of Sale in the manner and form as attached hereto and marked Exhibit "B". The Purchase Price for said Credits shall be paid by ACH payment or wire transfer of funds according to written instructions provided by Bank Sponsor to Project Proponent.

2. The sale and transfer herein are not intended as a sale or transfer to Project Proponent of a security, license, lease, easement, or possessory or non-possessory interest in real property, nor the granting of any interest of the foregoing.

3. Project Proponent shall have no obligation whatsoever by reason of the purchase of the Credits, to support, pay for, monitor, report on, sustain, continue in perpetuity, or otherwise be obligated or liable for the success or continued expense or maintenance in perpetuity of the Credits sold, or the Bank. Pursuant to the BEI and any amendments thereto, Bank Sponsor shall monitor and make reports to the appropriate agency or agencies on the status of any Credits sold to Project Proponent. Bank Sponsor shall be fully and completely responsible for satisfying any and all conditions placed on the Bank or the Credits by all state or federal jurisdictional agencies.

4. The Credits sold and transferred to Project Proponent shall be non-refundable, non-transferable and non-assignable, and shall not be used as compensatory mitigation for any other project or purpose, except as set forth herein.

5. Project Proponent must exercise his/her/its right to purchase the Credits within 14 days of the date this Agreement is provided to the Project Proponent. Without Bank Sponsor approval, after the 14-day period this Agreement will be considered null and void.

6. Upon purchase of the Credits specified in Recital D above, the Bank Sponsor shall submit to the parties listed in the Notices section of the BEI, copies of the: a) Agreement for Sale of Credits; b) Bill of Sale; c) Payment Receipt; and d) an updated ledger. The updated ledger must detail: i) Project Proponent; ii) Project Name; iii) Status (sale complete/sale not complete); iv) Credit Sale Date; v) Permitting Agency File/Tracking Number; vi); vii) Total Number of Credits Authorized to Sell; viii) Total Number of Credits Sold to Date (inclusive); and ix) Balance of all Credits Available. The ledger should include all sales data from bank establishment to the present.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

BANK SPONSOR

EIP III CREDIT CO., LLC, a Delaware limited liability company

By: _____
Name: Nick Dilks
Its: Manager

PROJECT PROPONENT

***** , a *****

By: _____
Name: *****
Title: *****

Exhibit "A"
DESCRIPTION OF PROJECT TO BE MITIGATED

Name of Project:

Project Location:

Unincorporated Riverside County, California

Permitting Agencies File/Tracking Number:

CDFW: _____

RWQCB: SARWQCB Project _____

USACE: SPL- _____

Project Description:

Species/Habitat Affected:

Riverine Wetland

Credits to be Purchased:

_____ Re-establishment; _____ Rehabilitation

Method of payment:

Wire Transmittal x ACH Payment _____

Attachment: Agreement (4084 : APPROPRIATE DEVELOPMENT IMPACT FEE FUNDS FOR SR-60/MORENO BEACH DRIVE PHASE 2 PROJECT

Exhibit "B"
BILL OF SALE

Contract # 20__-RP

Permitting Agency File/Tracking No(s). CDFW: _____, RWQCB:
SARWQCB Project # _____, and USACE: SPL- _____,

In consideration of \$ _____, receipt of which is hereby acknowledged, EIP III Credit Co., LLC (Bank Sponsor), does hereby bargain, sell and transfer to _____ (Project Proponent), for the _____ project, _____ Re-establishment Credit and _____ Rehabilitation Credit in the Riverpark Mitigation Bank in Riverside County, California, developed, and approved under the authority of the Los Angeles District of the U.S. Army Corps of Engineers (USACE), United States Fish and Wildlife Service (USFWS), the California Regional Water Quality Control Board, Region 8 (Regional Water Boards), and the California Department of Fish and Wildlife (CDFW), as mitigation for the Project described in Attachment 1.

Bank Sponsor represents and warrants that it has good title to the Credits, has good right to sell the same, and that they are free and clear of all claims, liens, or encumbrances.

Bank Sponsor covenants and agrees with the Project Proponent to warrant and defend the sale of the Credits hereinbefore described against all and every person and persons whomsoever lawfully claiming or to claim the same.

DATED: _____

EIP III CREDIT CO., LLC, a Delaware limited liability company

By: _____
Name: Nick E...
Its: Manager

SAMPLE

Attachment: Agreement (4084 : APPROPRIATE DEVELOPMENT IMPACT FEE FUNDS FOR SR-60/MORENO BEACH DRIVE PHASE 2 PROJECT

Attachment 1
Riverpark Mitigation Bank
WETLAND CREDITS: PAYMENT RECEIPT

Attachment: Agreement (4084 : APPROPRIATE DEVELOPMENT IMPACT FEE FUNDS FOR SR-60/MORENO BEACH DRIVE PHASE 2 PROJECT

PROJECT PROPONENT INFORMATION

Name:

Address:

Telephone *****

Fax *****

Contact:

Email *****

PROJECT INFORMATION

Project Description:

Project Location:

Unincorporated Riverside County, California

Agency File/Tracking Number(s):

CDFW: *****
RWQCB: *****
USACE: SPL-*****

Species/Habitat Affected:

Riverine Wetland

Credits to be Purchased:

____ Re-establishment; ____ Rehabilitation



Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: July 7, 2020

TITLE: APPROVAL OF A COMMUNITY WORKFORCE AGREEMENT FOR THE MOVALWORKFORCE PROGRAM

RECOMMENDED ACTION

Recommendation:

1. Approve the Community Workforce Agreement as part of the City's MoValWorkforce Program.

SUMMARY

As part of the City's MoValWorkforce Program initiated in 2019, this report proposes an agreement to provide goals for local hiring and training programs by contractors on City of Moreno Valley Public Works projects valued at \$1 million or more over the next five years.

DISCUSSION

The City's MoValWorkforce Program ("Program") is designed to forge a partnership between the City of Moreno Valley and the San Bernardino/Riverside Building and Construction Trades Council ("Building Trades Council") as well as other independent labor groups (i.e. Southwest Regional Council of Carpenters) with a goal to create construction jobs for local residents on Public Works projects valued at \$1 million or more. Consistent with *Momentum MoVal* Initiative 1.3 ("Promote local hiring through the expansion of local, quality, high paying jobs, and workforce development efforts"), this Program is envisioned to expand the City's ongoing job creation efforts for the City's Public Works projects. The Program is intended to develop skilled workers in the construction industry by capitalizing on opportunities available in larger City-funded Public Works projects.

In June 2019, at the City Council study session, staff was given direction to move

forward with the Program. As outlined in the June 2019 staff report, a key component of the Program would be a Community Workforce Agreement (CWA). The CWA is intended to be applied to eligible City of Moreno Valley Public Works projects to set goals of hiring local residents working in skilled crafts and trades, who otherwise travel to worksites outside the City for employment.

For the Council's consideration, attached is the proposed CWA to help effectuate the City's Program. The attached CWA is a result of discussions with the Building Trades Council representative and well as representatives from the Southwest Regional Council of Carpenters. The CWA identifies which types of City Public Works construction projects would be subject to the agreement and is for a period of five years from the effective date. If approved, the CWA will become effective no later than ninety days from the Council action to allow for signatures from the various Building Trade Council members.

Some of the key points of the CWA include the following:

- A goal of 30%, as recommended by the Building Trades Council initial draft CWA, of the total work hours performed on City Public Works projects subject to the CWA shall be local residents, as well as Veterans, regardless of where they reside
- A goal for the career placement of disadvantaged and at-risk youth, low income and under/unemployed residents, women, minorities, and veterans
- Promotion of programs describing opportunities available for involvement of local residents, entrance into formal labor/management apprenticeships, and available training for students and graduates of the City wishing to pursue careers in construction with such cost to be the responsibility of the members of the Trade Council/Union and contractors
- The Trade Council will identify, establish and maintain, effective programs and procedures for persons interested in entering the construction industry
- The use of Apprentices, through a Joint Labor Management Apprenticeship Program, up to 30% of each craft's workforce, resulting in a highly skilled and safety conscious project workforce
- The City, Trade Council members, and contractors will mutually promote training opportunities to encourage application from Moreno Valley residents A no work-stoppage and lock-out clause to avoid project disruptions and delays
- A clause to explore opportunities to open a training facility within the City of Moreno Valley by the Trade Council

Through the CWA Administrator, provided by the City, there are opportunities to measure the success of the Agreement with the applicable key points outlined above (e.g. the actual percentage of local hires). In addition to the measureable achievements with the CWA, the long-term success will be providing local residents the ability to gain skills for higher paying jobs by using City funded Public Works projects.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will provide the approval of the CWA and be consistent with Council direction provided in June 2019 regarding the MoValWorkforce.*
2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative not approve the CWA and is not consistent with moving the MoValWorkforce Program forward.*

FISCAL IMPACT

As with other Hire MoVal programs, the City would invest resources to enhance hiring of local residents for the MoValWorkforce Program. The CWA includes tasks for an Administrator, which would be the responsibility of the City. Depending on the total number of City of Moreno Valley Public Works projects eligible for the CWA and the complexities of the projects, the cost to the City for the CWA Administrator is estimated to range from \$50,000 to \$150,000 per year. These additional costs will be reflected in future City Public Works project cost estimates and budgets.

It is difficult to quantify and validate the full impact the CWA may have on construction bids since there are several factors that drive bid amounts, to include the economy, complexity of the project, availability of qualified contractors, over or under saturation of work available, etc. By entering into the CWA there will be indirect economic benefits to the community with the provision for local hire. In addition, the education and workforce training for our residents and veterans will allow increase economic prosperity and opportunities for our residents and veterans.

NOTIFICATION

Publication of the Agenda.

PREPARATION OF STAFF REPORT

Department Head Approval:
Michael L. Wolfe, P.E.
Director of Public Works/City 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 1.3: Promote local hiring through the expansion of local, quality, high paying jobs, and workforce development efforts.

ATTACHMENTS

- 1. CWA Agreement

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	6/17/20 6:49 PM
City Attorney Approval	<u>✓ Approved</u>	6/30/20 5:31 PM
City Manager Approval	<u>✓ Approved</u>	6/30/20 6:00 PM

COMMUNITY WORKFORCE AGREEMENT
BY AND BETWEEN
CITY OF MORENO VALLEY
AND
SAN BERNARDINO/RIVERSIDE COUNTIES BUILDING
AND CONSTRUCTION TRADES COUNCIL, AFL-CIO
AND THE SIGNATORY CRAFT COUNCILS AND UNIONS

Attachment: CWA Agreement (4081 : APPROVAL OF A COMMUNITY WORKFORCE AGREEMENT)

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Attachment: CWA Agreement (4081 : APPROVAL OF A COMMUNITY WORKFORCE AGREEMENT)

CITY OF MORENO VALLEY
COMMUNITY WORKFORCE AGREEMENT

This Community Workforce Agreement ("Agreement" or CWA") is entered into effective as of the date the last signature of a Party is placed on the Agreement, by and between the City of Moreno Valley, a municipal corporation ("City"), the San Bernardino/Riverside Counties Building and Construction Trades Council ("Trades Council"), and the signatory Craft Councils and Local Unions signing this Agreement (collectively, the "Union" or "Unions"). This Agreement establishes the labor relations policies and procedures for the Contractors awarded contracts for Project Work and for the crafts persons employed by the Contractors and represented by the Unions engaged in the Project Work as more fully described below. The City, Trades Council and Unions are hereinafter referred to herein, as the context may require, as "Party" or "Parties."

It is understood by the Parties to this Agreement that for the duration of this Agreement, it shall be the policy of the City, to the extent permitted by law, for all Project Work (as defined in Sections 1.9 and 2.2.) to be contracted exclusively to Contractors who agree to execute and be bound by the terms of this Agreement, through the Letter of Assent (a form of which is attached as "**Attachment A**"), and to require each of its subcontractors, of whatever tier, to become so bound. The City shall include, directly or by incorporation by reference, the requirements of this Agreement in the advertisement of and/or specifications for each and every contract for Project Work to be awarded by the City.

It is further understood that the City shall retain a third party to administer and enforce the obligations of this Agreement and to the extent permitted by law to ensure that the benefits envisioned from it flow to all Parties, the Contractors and crafts persons working under it, and the residents of the City. The City shall designate that third party independent contractor as a "CWA Administrator," to serve as the City's liaison for Contractors and other persons; monitor compliance with this Agreement; assist, as the authorized representative of the City, in developing and implementing the programs referenced herein, all of which are critical to fulfilling the intent and purposes of the Parties and this Agreement; and to otherwise implement and administer this Agreement.

ARTICLE 1
DEFINITIONS

Section 1.1 "Agreement" or "CWA" means this Community Workforce Agreement.

Section 1.2 "Apprentice" means those employees indentured and participating in a Joint Labor/Management Apprenticeship Program approved by the State of California, Department of Industrial Relations, and Division of Apprenticeship Standards.

Section 1.3 "Construction Contract", "Contract" or "Construction Contracts" means any contract entered into by the City, for the construction of Project Work as specified in Section 2.2.

Section 1.4 "Contractor" means any individual firm, partnership or corporation, or

combination thereof, including joint ventures, which is an independent business enterprise and which has entered into a Construction Contract with the City or any of its contractors or any of the City's or contractor's subcontractors of any tier, with respect to the construction of any part of a Project under contract terms and conditions approved by the City and which incorporate this Agreement.

Section 1.5 "City" means the City of Moreno Valley.

Section 1.6 "Joint Labor/Management Apprenticeship Program" means a joint Union and Contractor administered apprenticeship program certified by the State of California, Department of Industrial Relations, Division of Apprenticeship Standards.

Section 1.7 "Letter of Assent" means the document that each Contractor (of any tier) must sign and submit to the City before beginning any Project Work (in the form attached hereto as "**Attachment A.**"), which formally binds such Contractor(s) to adherence to all the forms, requirements and conditions of this Agreement.

Section 1.8 "CWA Administrator" means the Third-Party Administrator, retained by the City who will be the liaison between the City, Contractors, and the Unions. His/ Her duties and authority include: responding to inquiries about the CWA; monitoring compliance with the CWA by Contractor and the Trades, developing and implementing programs set forth in the CWA including but not limited to grievance procedures.

Section 1.9 "Project", "Project Work" or "City Project" means the demolition and construction work to be performed on City property or within easements secured by the City consisting of the construction of Public Works, pursuant to a Construction Contract entered into by the City with a minimum amount of \$1,000,000. Excluded from the definition and the scope of this CWA are projects that are below \$1,000,000 and any landscaping or tree maintenance contracts in any amount.

Section 1.10 "Specialty Contracts" means a contract for Project Work with a specialty contractor which is either limited to a particular single trade or craft or limited to a singular scope of work.

Section 1.11 "Master Labor Agreements" means the local collective bargaining agreements of the signatory Unions having jurisdiction over the Project Work.

Section 1.12 "Subscription Agreement" means the contract between a Contractor and a Union's Labor/Management Trust Fund(s) that allows the Contractor to make the appropriate fringe benefit contributions in accordance with the terms of the Master Labor Agreements.

Section 1.13 The use of masculine or feminine gender or titles in this Agreement should be construed as including both genders and not as gender limitations unless the Agreement clearly requires a different construction. Further, the use of Article titles and/or Section headings are for information only and carry no legal significance.

ARTICLE 2
SCOPE OF THE AGREEMENT

Section 2.1 General This Agreement shall apply to all of the City's Project Work, as defined in Section 1.9, performed by those Contractor(s) of whatever tier that have Contracts awarded for such work, for the development of the City's facilities which, jointly, constitute the Project Work, and have been designated by the City for construction or rehabilitation.

Section 2.2 Specific Project Work covered by this Agreement is defined and limited to:

2.2.1 All construction and major rehabilitation work pursuant to "prime multi-trade construction contracts" as well as all prime "Specialty Contracts" that exceed one million dollars (\$1,000,000.) and all subcontracts flowing from these contracts; and

2.2.2 The definition of Project Work can be amended by mutual agreement of all Parties memorialized in an Amendment to this Agreement executed by all signatories.

2.2.3 This Agreement is not intended to and shall not apply to any work performed at any time prior to the effective date, or after the expiration or termination of this Agreement, except as otherwise provided herein. This Agreement shall also not apply to any Project that has been approved for bidding by the City Engineer prior to the effective date of the Agreement. This Agreement shall in no way limit the City's right to terminate, modify or rescind any construction contract and/or any related subcontract or agreement. Should the City remove or terminate any contract or agreement for construction that did not at the time it was awarded fall within the scope of this Agreement and thereafter authorizes that work be commenced on any contract for such construction that subsequently falls within the definition of Project Work, the contract for construction shall be performed under the terms of this Agreement.

Section 2.3 Bundling of Contracts

2.3.1 The City, in its sole discretion, may, but is not required to group (or "bundle") for bidding, contracts not meeting the threshold of Section 2.2 above. (Small contracts for like types of work, scheduled to be undertaken at the same facility or on the same project site, and within the same timeframe, may be considered for such bundling, consistent with economies of scale, and the purposes of this Agreement); and

2.3.2 Project Work will not be intentionally split, divided or otherwise separated for contract award purposes to avoid application of this Agreement.

Section 2.4 Non-Applicability This Agreement shall not apply to any work of any Contractor other than that on Project Work specifically covered by this Agreement.

Section 2.5 Exclusions In addition to items listed in Section 2.2.3 above, items specifically excluded from this Agreement include the following:

2.5.1 Work of non-manual employees, including but not limited to: superintendents;

Attachment: CWA Agreement (4081 : APPROVAL OF A COMMUNITY WORKFORCE AGREEMENT)

teachers; supervisors (except those covered by Master Labor Agreements above the level of general foreman); construction managers, staff engineers; time keepers; mail carriers; clerks; office workers; messengers; guards; safety personnel; emergency medical and first aid technicians; and other professional, engineering, executive, administrative, supervisory and management employees;

2.5.2 Purchase and Maintenance of equipment and machinery owned or controlled and operated by the City;

2.5.3 All off-site manufacture and handling of materials, equipment or machinery; provided, however, that lay down or storage areas for equipment or material and manufacturing (prefabrication) sites, dedicated solely to the Project, and the movement of materials or goods between such locations and a Project site are within the scope of this Agreement;

2.5.4 All work performed by City employees, the CWA Administrator, design teams (including, but not limited to architects engineers and master planners), or any other consultants working for the City and their sub-consultants, and other employees of professional service organizations, not performing manual labor within the scope of this Agreement; provided, however, that it is understood and agreed that Building/Construction Inspector and Field Soils and Materials Testers (Inspectors) working on a Project Work are a covered craft under the Agreement. This inclusion applies to the scope of work defined in the State of California Wage Determination for said Craft. This shall also specifically include such work where it is referred to by utilization of such terms as "quality control" or "quality assurance." Every Inspector performing under the wage classification of Building/Construction Inspector and Field Soils and Material Testers under a professional services agreement or a construction contract shall be bound to all applicable requirements of the CWA.

2.5.5 Any work performed near, or leading to a site of work covered by this Agreement and undertaken by state, county or other governmental bodies, or their Contractors; or by public utilities, or their Contractors; and/or by adjacent third party landowners; and/or by the City or its Contractors (for work which is not within the scope of this Agreement);

2.5.6 Off-site maintenance of leased equipment and on-site supervision of such work;

2.5.7 Work by employees of a manufacturer or vendor supervising the work of Craft employees under this Agreement, necessary to maintain such manufacturers or vendor's warranties or guaranty;

2.5.8 Non-construction support services contracted by the City, City consultants, the CWA Administrator, or Contractor in connection with a Project;

2.5.9 Laboratory work for testing connected with work done under this Agreement.

2.5.10 This Agreement shall not apply if the City receives funding or assistance from any

Federal, State, local or other public entity for the Public Work Project/Construction Contract, if a requirement, condition or other term of receiving that funding or assistance, at the time of the awarding of the funding, is that the City not require bidders, contractors, or other persons or entities to enter into an agreement with one or more labor organizations. The City agrees that it will make reasonable efforts to advise any governmental agency or granting authority of this Agreement. This Agreement shall also not apply to any Public Works Project/Construction Contract funded fully or in part by regional development impact fees or other similar fees (i.e. TUMF), if availability or receipt of such funding precludes any work from being performed under a PLA, CWA, or other similar labor agreements.

Section 2.6 Awarding of Contracts for Project Work

2.6.1 The City and/or the Contractors, as appropriate, have the absolute right to award contracts or subcontracts on Project Work to any Contractor notwithstanding the existence or non-existence of any agreements between such Contractor and any Union parties, provided only that such Contractor is ready, willing, and able to execute a Letter of Assent and comply with this Agreement should such Contractor be awarded work covered by this Agreement.

2.6.2 It is agreed that all Contractors of whatever tier, who have been awarded Project Work contracts, shall be required to accept and be bound to the terms and conditions of this Agreement, and shall evidence their acceptance by the execution of the Letter of Assent set forth in "**Attachment A**" hereto, prior to the commencement of any Project Work. At the time that any Contractor enters into a subcontract with any subcontractor of any tier providing for the performance of the construction contract, the Contractor shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor, as a part of accepting the award of a construction subcontract, to agree in writing in the form of a Letter of Assent to be bound by each and every provision of this Agreement prior to the commencement of work on the Project. No Contractor or subcontractor shall commence Project Work without having first provided a copy of the Letter of Assent as executed by it to the CWA Administrator and to the Trades Council.

2.6.3 Nothing in this Agreement shall in any way affect, the City's right to retain the absolute right to select the lowest responsive and responsible bidder for the award of contracts on all projects, as provided for under State Law.

Section 2.7 Master Labor Agreements

2.7.1 The provisions of this Agreement, including the Master Labor Agreements as such may be changed from time-to-time and which also are incorporated herein by reference, shall apply to Project Work. This Agreement is not intended to supersede such Master Labor Agreements between any of the Employers performing construction work on the Project and a Union signatory thereto except to the extent the provisions of this Agreement are inconsistent with such Master Labor Agreements, in which event the provisions of this Agreement shall apply. However, such does not apply to work performed under the National Cooling Tower Agreement, the National Stack Agreement, the National Transit Division Agreement (NTD), work within the jurisdiction

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of the International Union of Elevator Constructors, and all instrument calibration and loop checking work performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians except that Article 9 dealing with Strikes, Work Stoppages and Lock-Outs, Work Assignments and Jurisdictional Disputes, and Settlement of Grievances and Disputes shall apply to such work. Where a subject is covered by the provisions of a Master Labor Agreement and not in conflict with the provisions of this Agreement, the provisions of the Master Labor Agreement shall apply. It is specifically agreed that no later agreement shall be deemed to have precedence over this Agreement unless signed by all parties signatory hereto who are then currently employed or represented at the Project. Any dispute as to the applicable source between this Agreement and any Master Labor Agreements for determining the wages, hours of working conditions of employees on this Project shall be resolved under the procedures established in Article 10.

2.7.2 It is understood that this Agreement, together with the referenced Master Labor Agreements, constitutes a self-contained, stand-alone agreement and by virtue of having become bound to this Agreement, the Contractor will not be obligated to sign any other local, area or national collective bargaining agreement as a condition of performing work within the scope of this Agreement (provided, however, that the Contractor may be required to sign a uniformly applied, non-discriminatory Subscription Agreement at the request of the trustees or administrator of a trust fund established pursuant to Section 302 of the Labor Management Relations Act, and to which such Contractor is bound to make contributions under this Agreement, provided that such Subscription Agreement does not purport to bind the Contractor beyond the terms and conditions of this Agreement and/or expand its obligation to make contributions pursuant thereto). It shall be the responsibility of the prime Contractor to have each of its subcontractors sign the appropriate Subscription Agreement, with the appropriate Craft Union prior to the subcontractor beginning work on Project Work.

Section 2.8 Binding Signatories Only This Agreement shall only be binding on the signatory Parties hereto, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such Party not performing Project Work.

Section 2.9 Other City Work Nothing contained herein shall be interpreted to prohibit, restrict, or interfere with the performance of any other operation, work or function not covered by this Agreement, which may be performed by City employees or contracted for by the City for its own account, on its property, or in and around a Project site.

Section 2.10 Separate Liability It is understood that the liability of the Contractor(s) and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employment status between or among the City or CWA Administrator and/or any Contractor.

Section 2.11 Completed Project Work As areas of Project Work are accepted by the City, this Agreement shall have no further force or effect on such items or areas except where the Contractor is directed by the City or its representatives to engage in repairs, modification, check-out and/or warranties functions required by its contract(s) with the City under the original contract.

ARTICLE 3
UNION RECOGNITION AND EMPLOYMENT

Section 3.1 Recognition The Contractor recognizes the Trades Council and the Unions as the sole and exclusive bargaining representative for the employees engaged in Project Work. Contractors further recognize that the Unions shall be the primary source of all craft labor employed on the Projects. In the event that a Contractor has its own core workforce, said Contractor shall follow the procedures outlined below.

Section 3.2 Contractor Selection of Employees The Contractor shall have the right to determine the competency of all employees, the number of employees required, the duties of such employees within their craft jurisdiction, and shall have the sole responsibility for selecting employees to be laid off, consistent with Section 3.3 and Section 4.3, below. The Contractor shall also have the right to reject any applicant referred by a Union for any reason, subject to any reporting pay required by Section 6.6; provided, however, that such right is exercised in good faith and not for the purpose of avoiding the Contractor's commitment to employ qualified workers through the procedures endorsed in this Agreement.

Section 3.3 Referral Procedures

3.3.1 For signatory Unions having a job referral system contained in a Master Labor Agreement, the Contractor agrees to comply with such system, and it shall be used exclusively by the Contractor, except as modified by this Agreement. Such job referral system will be operated in a nondiscriminatory manner and in full compliance with federal, state, and local laws and regulations which require equal employment opportunities and non-discrimination. All of the foregoing hiring procedures, including related practices affecting apprenticeship, shall be operated so as to consider the goals of the City to encourage employment of City residents and utilization of small local businesses on the Project, and to facilitate the ability of all Contractors to meet their employment needs.

3.3.2 The local Unions will exert their best efforts to recruit and refer sufficient numbers of skilled craft workers to fulfill the labor requirements of the Contractor, including specific employment obligations to which the Contractor may be legally and/or contractually obligated; and to refer apprentices as requested to develop a larger, skilled workforce. The Unions will work with their affiliated regional and national unions, to identify and refer competent craft persons as needed for Project Work, and to identify and hire individuals, particularly residents of the City, for entrance into joint labor/management apprenticeship programs, or to participate in other identified programs and procedures to assist individuals in qualifying and becoming eligible for such apprenticeship programs, all maintained to increase the available supply of skilled craft personnel for Project Work and future construction work to be undertaken by the City that would be covered under this Agreement.

3.3.3 The Union shall not knowingly refer an employee currently employed by a Contractor on a covered Project to any other Contractor.

Section 3.4 Non-Discrimination in Referral, Employment, and Contracting The Unions and Contractors agree that they will not discriminate against any employee or applicant for employment in hiring and dispatching on the basis of race, color, religion, sex, gender, national origin, age, membership in a labor organization, sexual orientation, political affiliation, marital status or disability. Further, it is recognized that the City has certain policies, programs, and goals for the utilization of local small business enterprises. The Parties shall jointly endeavor to assure that these commitments are fully met. The Parties further agree to meet and confer within six (6) months of first Project Work being initiated under this Agreement and if at that time any provisions of this Agreement appears to interfere with local small business enterprises successfully bidding for work within the scope of this Agreement, such provision shall be carefully reviewed, and adjustments made as may be appropriate and agreed upon among the Parties, to ensure full compliance with the spirit and letter of the City's policies and commitment to its goals for the significant utilization of local small businesses as direct Contractors or suppliers for Project Work.

Section 3.5 Employment of City Residents

3.5.1 The Unions and Contractors agree that, to the extent allowed by law, and as long as they possess the requisite skills and qualifications, the Unions will exert their best efforts to refer and/or recruit sufficient numbers of skilled craft "Local Residents" as defined herein, as well as Veterans, to fulfill the requirements of the Employers. In recognition of the fact that the City and the communities surrounding Project Work will be impacted by the construction of the Project Work, the parties agree to support the hiring of workers from the residents of these surrounding areas, as well as Veterans, for Project Work. Towards that end, the Unions shall exert their best efforts to encourage and provide referrals and utilization of qualified workers residing in those U. S. Postal Service zip codes which overlap all of the City of Moreno Valley, as set forth in "**Attachment B**" attached hereto, as well as Veterans, regardless of where they reside. If the Unions cannot provide the Contractors a sufficient number of Veterans and City Residents from within the first-tier zip codes, the Unions shall exert their best efforts to then recruit and identify for referral residents of Riverside County.

3.5.2 A goal of this Agreement is that 30% of the total work hours performed on Project Work shall be performed from workers residing within the areas described in Section 3.5.1, as well as Veterans, regardless of where they reside.

3.5.3 The Unions agree to support the operation of pre-apprentice referral programs in the City. Further, the Unions agree to place on their referral roles or in their apprentice training programs, as appropriate and needed, qualified persons sent to them by designated City organizations or other organizations working with the City to increase construction industry work opportunities for City residents.

3.5.4 The Parties to this CBA support the development of increased numbers of skilled Construction Workers from among residents of Moreno Valley. Towards that end, the Parties agree to cooperatively seek to establish work opportunities for local residents and address Training and Employment needs in the Community. The goal is for the Career placement of disadvantaged and

at-risk youth, Low Income and Under/unemployed residents, Women, Minorities, and Veterans.

The Unions commit to:

- (a) Coordinate and participate in City based Career and Apprenticeship Fairs and Events.
- (b) Provide Industry Speakers for City Programs and Outreach Events
- (c) Support Local Events and Programs designed to recruit and develop adequate numbers of competent workers in the Construction Industry
- (d) Work cooperatively with the City and Community groups to provide pre-apprenticeship training utilizing Building Trades and Union Apprenticeship readiness Programs.

Section 3.6 Requirements on Contractors To facilitate the dispatch of Local Residents and Veterans, all Contractors will be required to utilize the Craft Employee Request Form whenever they are requesting the referral of any employee from a Union referral list for any Covered Project, a sample of which is attached as "**Attachment C.**" When Local Residents and Veterans are requested by the Employers, the Unions will refer such workers regardless of their place in the Unions' hiring halls' list and normal referral procedures.

Section 3.7 Helmets to Hardhats

3.7.1 The Contractors and the Unions recognize a desire to facilitate the entry into the building and construction trades of Veterans who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of non-profit Veterans support organizations, including but not limited to, the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the Parties. For purposes of this Agreement the term "Eligible Veteran" shall have the same meaning as the term "veteran" as defined under Title 5, Section 2108(1) of the United States Code as the same may be amended or re-codified from time to time. It shall be the responsibility of each qualified applicant to provide the Unions with proof of his/her status as an Eligible Veteran.

3.7.2 The Unions and Contractors agree to coordinate with non-profit Veteran organizations, including, the Center to create and maintain an integrated database of veterans interested in working on Project Work and of apprenticeship and employment opportunities for working on Project Work. To the extent permitted by law, the Unions will give credit to such Veterans for bona fide, provable past experience.

Section 3.8 Core Employees

3.8.1 Contractors not currently signatory to a Master Labor Agreement may employ, as needed, first, a member of his core workforce, then an employee through a referral from the appropriate Union hiring hall, then a second core employee, then a second employee through the

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referral system, and so on until a maximum of five (5) core employees are employed, thereafter, all additional employees in the affected trade or craft shall be requisitioned from the craft hiring hall in accordance with Section 3.3. In the laying off of employees, the number of core employees shall not exceed one-half plus one of the workforce for an employer with 10 or fewer employees, assuming the remaining employees are qualified to undertake the work available. As part of this process, and in order to facilitate the contract administration procedures, as well as appropriate fringe benefit fund coverage, all Contractors shall require their core employees and any other persons employed other than through the referral process, to register with the appropriate Union hiring hall, if any, prior to their first day of employment at a project site.

3.8.2 The core work force is comprised of those employees whose names appeared on the Contractor's active payroll for sixty (60) of the one hundred (100) working days immediately before award of Project Work to the Contractor; who possess any license required by state or federal law for the Project Work to be performed; who have the ability to safely perform the basic functions of the applicable trade and who have been residing within Riverside County for the one hundred (100) working days immediately prior to the award of Project Work to the Contractor.

3.8.3 Prior to each Contractor performing any work on the Project, each Contractor shall provide a list of his core employees to the CWA Administrator and the Trades Council. Failure to do so will prohibit the Contractor from using any core employees. Upon request by any Party to this Agreement, the Contractor hiring any core employee shall provide satisfactory proof (i.e., payroll records, quarterly tax records, driver's license, voter registration and postal address) evidencing the core employee's qualification as a core employee to the CWA Administrator and the Trades Council.

Section 3.9 Time for Referral If any Union's registration and referral system does not fulfill the requirements for specific classifications requested by any Contractor within forty-eight (48) hours (excluding Saturdays, Sundays and City recognized holidays), that Contractor may use employment sources other than the Union registration and referral services and may employ applicants meeting such classification from any other available source. The Contractors shall inform the Union of any applicants hired from other sources and such applicants shall register with the appropriate hiring hall, if any, before commencing work.

Section 3.10 Lack of Referral Procedure If a signatory Union does not have a job referral system as set forth in Section 3.3 above, the Contractors shall give the Union equal opportunity to refer applicants. Contractors shall notify the Union of employees hired outside the referral system, as set forth in Section 3.9.

Section 3.11 Employees are not required to become or remain union members as a condition of performing Covered Work under this Agreement. Employers shall make and transmit all deductions for union dues, fees, and assessments that have been authorized by employees in writing in accordance with the applicable Master Agreement. Nothing in this Section 3.11 is intended to supersede the requirements of applicable Master Agreements as to those Employers otherwise signatory to such Master Agreements and as to the employees of those Employers who are performing Covered Work.

Section 3.12 Individual Seniority Except as provided in Section 4.3, individual seniority shall not be recognized or applied to employees working on Project Work; provided, however, that group and/or classification seniority in a Union's Master Labor Agreement as of the effective date of this Agreement shall be recognized for purposes of layoffs.

Section 3.13 Foremen The selection and number of craft foreman and/or general foreman shall be the responsibility of the Contractor. All foremen shall take orders exclusively from the designated Contractor representatives. Craft foreman shall be designated as working foreman at the request of the Contractors.

Section 3.14 Out of State Workers In determining compliance with the targeted hiring goals of Section 3.5 above, hours of Project Work performed by residents of states other than California will be excluded from the calculation.

ARTICLE 4 UNION ACCESS AND STEWARDS

Section 4.1 Access to Project Sites Unless otherwise precluded by applicable laws, authorized representatives of the Union shall have access to Project Work, provided that they do not interfere with the work of employees and further provided that such representatives shall notify the person charged with on-site project supervision and fully comply with posted visitor, security and safety rules.

Section 4.2 Stewards

4.2.1 Each signatory Union shall have the right to dispatch a working journey person as a steward for each shift and shall notify the Contractor in writing of the identity of the designated steward or stewards prior to the assumption of such person's duties as steward. Such designated steward or stewards shall not exercise any supervisory functions. There will be no non-working stewards. Stewards will receive the regular rate of pay for their respective crafts.

4.2.2 In addition to his/her work as an employee, the steward shall have the right to receive, but not to solicit, complaints or grievances and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor. Each steward shall be concerned only with the employees of the steward's Contractor and, if applicable, subcontractor(s), and not with the employees of any other Contractor. A Contractor will not discriminate against the steward in the proper performance of his/her Union duties.

4.2.3 When a Contractor has multiple, non-contiguous work locations at one site, the Contractor may request, and the Union shall appoint such additional working stewards as the Contractor requests to provide independent coverage of one or more such locations. In such cases, a steward may not service more than one work location without the approval of the Contractor.

4.2.4 The stewards shall not have the right to determine when overtime shall be worked

or who shall work overtime.

Section 4.3 Steward Layoff/Discharge Contractor agrees to notify the appropriate Union twenty-four (24) hours before the layoff of a steward, except in the case of disciplinary discharge for just cause. If the steward is protected against such layoff by the provisions of the applicable Master Labor Agreement, such provisions shall be recognized when the steward possesses the necessary qualifications to perform the remaining work. In any case in which the steward is discharged or disciplined for just cause, the appropriate Union will be notified immediately by the Contractor, and such discharge or discipline shall not become final (subject to any later filed grievance) until twenty-four (24) hours after such notice has been given. Contractor has the right to exclude such steward from the job site pending the finalization of the notice, or appeal.

Section 4.4 Employees on Non-Project Work Union agrees that the Union representatives, stewards, and individual workers will not interfere with the City personnel, or with personnel employed by the any other employer not a Party to this Agreement.

ARTICLE 5 WAGES AND BENEFITS

Section 5.1 Wages All employees covered by this Agreement shall be classified in accordance with work performed and paid by the Contractors the hourly wage rates for those classifications in compliance with the applicable prevailing wage rate determination established pursuant to applicable law. If a prevailing rate increases under law, the Contractor shall pay that rate as of its effective date under the law. This Agreement does not relieve Contractors directly signatory to a Master Labor Agreement with one of the Unions signing this Agreement from paying all of the wages set forth in such Agreements.

Section 5.2 Benefits

5.2.1 Contractors shall pay contributions to the established employee benefit funds in the amounts designated in the appropriate Master Labor Agreement and make all employee-authorized deductions in the amounts designated in the appropriate Master Labor Agreement; however, such contributions shall not exceed the contribution amounts set forth in the applicable prevailing wage determination. This Agreement does not relieve Contractors directly signatory to one or more of the Master Labor Agreements from making all contributions set forth in those Master Labor Agreements without reference to the foregoing.

5.2.2 The Contractor adopts and agrees to be bound by the written terms of the applicable, legally established, trust agreement(s) specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds for its employees. The Contractor authorizes the Parties to such trust funds to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor.

5.2.3 Each Contractor and subcontractor is required to certify to the CWA

Administrator that it has paid all benefit contributions due and owing to the appropriate Trust(s) prior to the receipt of its final payment and/or retention. Further, upon timely notification by a Union to the CWA Administrator, the CWA Administrator shall work with any prime Contractor or subcontractor who is delinquent in payments to assure that proper benefit contributions are made, to the extent of requesting the City or the prime Contractor to withhold payments otherwise due such Contractor, until such contributions have been made or otherwise guaranteed.

Section 5.3 Wage Premiums Wage premiums, including but not limited to pay based on height of work, hazard pay, scaffold pay, and special skills shall not be applicable to work under this Agreement, except to the extent provided for in any applicable prevailing wage determination.

ARTICLE 6
HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS

Section 6.1 Hours of Work Eight (8) hours per day between the hours of 6:00 a.m. and 5:30 p.m., plus one-half (½) hour unpaid lunch approximately mid-way through the shift, shall constitute the standard workday. Forty (40) hours per week shall constitute a regular week's work. The work week will start on Sunday and conclude on Saturday. The foregoing provisions of this Article are applicable unless otherwise provided in the applicable prevailing wage determination, or unless changes are permitted by law and such are agreed upon by the Parties. Nothing herein shall be construed as guaranteeing any employee eight (8) hours per day or forty (40) hours per week, or a Monday through Friday standard work schedule.

Section 6.2 Place of Work Employees shall be at their place of work (as designated by the Contractor), at the starting time and shall remain at their place of work, performing their assigned functions, until quitting time. The place of work is defined as the gang or toolbox or equipment at the employee's assigned work location or the place where the foreman gives instructions. The Parties reaffirm their policy of a fair day's work for a fair day's wage. Except as provided in Section 6.6, there shall be no pay for time not worked unless the employee is otherwise engaged at the direction of the Contractor.

Section 6.3 Overtime Overtime shall be paid in accordance with the requirements of the applicable prevailing wage determination. There shall be no restriction on the Contractor's scheduling of overtime or the nondiscriminatory designation of employees who will work overtime. There shall be no pyramiding of overtime (payment of more than one form of overtime compensation for the same hour) under any circumstances.

Section 6.4 Shifts and Alternate Work Schedules

6.4.1 Alternate starting and quitting time and/or shift work may be performed at the option of the Contractor upon three (3) days' prior notice to the affected Union(s), unless a shorter notice period is provided for in the applicable Master Labor Agreement. If two shifts are worked, each shall consist of eight (8) hours of continuous work exclusive of a one-half (½) hour non-paid lunch period, for eight (8) hours pay. The last shift shall start on or before 6:00 p.m. The first shift starting at or after 6:00 a.m. is designated as the first shift, with the second shift following, unless

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night-work is required under the Contract.

6.4.2 Contractors, the Trades Council and the Union recognize the economic impact upon the City and City residents of the Project being undertaken by the City and agree that all Parties to this Agreement desire and intend Project Work to be undertaken in a cost efficient and effective manner to the highest standard of quality and craftsmanship. Recognizing the economic conditions, the Parties agree that, except to the extent required by law, employees performing Project Work shall not be entitled to any differentials or additional pay based upon the shift or work schedule of the employees. Instead, all employees working on Project Work shall be paid at the same base rate regardless of shift or work schedule worked.

6.4.3 Because of operational necessities, the second shift may, at the City's direction, be scheduled without the preceding shift having been worked. It is recognized that the City's operations and/or mitigation obligations may require restructuring of normal work schedules. Except in an emergency or when specified in the City's bid specification, the Contractor shall give affected Union(s) at least three (3) days' notice of such schedule changes.

Section 6.5 Holidays Recognized holidays for Project Work shall be those set forth and governed by the prevailing wage determination(s) applicable to such Project Work.

Section 6.6 Show-up Pay

6.6.1 Except as otherwise required by State law, employees reporting for work and for whom no work is provided, except when given prior notification not to report to work, shall receive two (2) hours pay at the regular straight time hourly rate. Employees who are directed to start work shall receive four (4) hours of pay at the regular straight time hourly rate. Employees who work beyond four (4) hours shall be paid for actual hours worked. Whenever reporting pay is provided for employees, they will be required to remain at the Project Site and available for work for such time as they receive pay, unless released earlier by the principal supervisor of the Contractor(s) or his/her designated representative. Each employee shall furnish his/her Contractor with his/her current address and telephone number and shall promptly report any changes to the Contractor.

6.6.2 An employee called out to work outside of his/her shift shall receive a minimum of two (2) hours pay at the appropriate rate. This does not apply to time worked as an extension of (before or after) the employee's normal shift.

6.6.3 When an employee leaves the job or work location of his/her own volition or is discharged for cause or is not working as a result of the Contractor's invocation of Section 12.3, the employee shall only be paid for actual time worked.

Section 6.7 Meal Periods The Contractor will schedule a meal period of no more than one-half hour duration at the work location at approximately mid-point of the schedule shift; provided, however, that the Contractor may, for efficiency of the operation, establish a schedule which coordinates the meal periods of two or more crafts. An employee may be required to work through his meal period because of an emergency or a threat to life or property, or for such other reasons

as are in the applicable Master Labor Agreement, and if he is so required, he shall be compensated in the manner established in the applicable Master Labor Agreement.

Section 6.8 Make-up Days To the extent permitted by the applicable wage determination, when an employee has been prevented from working for reasons beyond the control of the employer, including, but not limited to inclement weather or other natural causes, during the regularly scheduled work week, a make-up day may be worked on a non-regularly scheduled work day for which an employee shall receive eight (8) hours pay at the straight time rate of pay or any premium rate required for such hours under the state prevailing wage law.

ARTICLE 7
WORK STOPPAGES AND LOCK-OUTS

Section 7.1 No Work Stoppages or Disruptive Activity The Trades Council and the Unions signatory hereto agree that neither they, and each of them, nor their respective officers or agents or representatives, shall incite or encourage, condone or participate in any strike, walk-out, slow-down, picketing, observing picket lines or other activity of any nature or kind whatsoever, for any cause or dispute whatsoever with respect to or in any way related to Project Work, or which interferes with or otherwise disrupts, Project Work, or with respect to or related to the City or Contractors, including, but not limited to, economic strikes, unfair labor practice strikes, safety strikes, sympathy strikes and jurisdictional strikes whether or not the underlying dispute is arbitrable. Any such actions by the Trades Council, or Unions, or their members, agents, representatives or the employees they represent shall constitute a violation of this Agreement. The Trades Council and the Union shall take all steps necessary to obtain compliance with this Article.

Section 7.2 Employee Violations The Contractor may discharge any employee violating Section 7.1 above and any such employee will not be eligible for rehire under this Agreement.

Section 7.3 Standing to Enforce The City, the CWA Administrator, or any Contractor affected by an alleged violation of Section 7.1 shall have standing and the right to enforce the obligations established therein.

Section 7.4 Expiration of Master Labor Agreement If the Master Labor Agreement, or any local, regional, and other applicable collective bargaining agreements expire during the term of the Project, the Union(s) agree that there shall be no work disruption of any kind as described in Section 7.1 above as a result of the expiration of any such agreement(s) having application on this Project and/or failure of the involved Parties to that agreement to reach a new contract. Terms and conditions of employment established and set at the time of bid shall remain established and set. Otherwise to the extent that such agreement does expire and the Parties to that agreement have failed to reach concurrence on a new contract, work will continue on the Project on one of the following two (2) options, both of which will be offered by the Unions involved to the Contractors affected:

7.4.1 Each of the Unions with a contract expiring must offer to continue working on the Project under interim agreements that retain all the terms of the expiring contract, except that the

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Unions involved in such expiring contract may each propose wage rates and employer contribution rates to employee benefit funds under the prior contract different from what those wage rates and employer contributions rates were under the expiring contracts. The terms of the Union's interim agreement offered to Contractors will be no less favorable than the terms offered by the Union to any other employer or group of employers covering the same type of construction work in Riverside County.

7.4.2 Each of the Unions with a contract expiring must offer to continue working on the Project under all the terms of the expiring contract, including the wage rates and employer contribution rates to the employee benefit funds, if the Contractor affected by that expiring contract agrees to the following retroactive provisions: if a new Master Labor Agreement, local, regional or other applicable labor agreement for the industry having application at the Project is ratified and signed during the term of this Agreement and if such new labor agreement provides for retroactive wage increases, then each affected Contractor shall pay to its employees who performed work covered by this Agreement at the Project during the hiatus between the effective dates of such expired and new labor agreements, an amount equal to any such retroactive wage increase established by such new labor agreement, retroactive to whatever date is provided by the new labor agreement for such increase to go into effect, for each employee's hours worked on the Project during the retroactive period. All Parties agree that such affected Contractors shall be solely responsible for any retroactive payment to its employees.

7.4.3 Some Contractors may elect to continue to work on the Project under the terms of the interim agreement option offered under paragraph 7.4.1 and other Contractors may elect to continue to work on the Project under the retroactivity option offered under paragraph 7.4.2. To decide between the two options, Contractors will be given one week after the particular labor agreement has expired or one week after the Union has personally delivered to the Contractors in writing its specific offer of terms of the interim agreement pursuant to paragraph 7.4.1, whichever is the later date. If the Contractor fails to timely select one of the two options, the Contractor shall be deemed to have selected the provisions of 7.4.2.

Section 7.5 No Lockouts Contractors shall not cause, incite, encourage, condone or participate in any lock-out of employees with respect to Project Work during the term of this Agreement. The term "lock-out" refers only to a Contractor's exclusion of employees in order to secure collective bargaining advantage, and does not refer to the discharge, termination or layoff of employees by the Contractor for any reason in the exercise of rights pursuant to any provision of this Agreement, or any other agreement, nor does "lock-out" include the City's decision to stop, suspend or discontinue any Project Work or any portion thereof for any reason.

Section 7.6 Best Efforts to End Violations

7.6.1 If a Contractor contends that there is any violation of this Article or Section 8.3, it shall notify, in writing, the Executive Secretary of the Trades Council, the Senior Executive of the involved Union(s) and the CWA Administrator. The Executive Secretary and the leadership of the involved Union(s) will immediately instruct, order and use their best efforts to cause the cessation of any violation of the relevant Article.

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7.6.2 If the Union contends that any Contractor has violated this Article, it will notify that the Contractor and the CWA Administrator, setting forth the facts which the Union contends violate the Agreement, at least twenty-four (24) hours prior to invoking the procedures of Section 7.8. If the CWA Administrator finds the facts presented by the Union to be compelling, he shall promptly order the involved Contractor(s) to cease any violation of the Article

Section 7.7 Withholding of services for failure to pay wages and fringe benefits

7.7.1 Notwithstanding any provision of this Agreement to the contrary, it shall not be a violation of this Agreement for any Union to withhold the services of its members (but not the right to picket) from a particular Contractor who:

(a) Fails to timely pay its weekly payroll; or

(b) Fails to make timely payments to the Union's Joint Labor/Management Trust Funds in accordance with the provisions of the applicable Master Labor Agreements. Prior to withholding its members' services for the Contractor's failure to make timely payments to the Union's Joint Labor/Management Trust Funds, the Union shall give at least ten (10) days (unless a lesser period of time is provided in the Union's Master Labor Agreement, but in no event less than forty-eight (48) hours) written notice of such failure to pay by registered or certified mail, return receipt requested, and by facsimile transmission to the involved Contractor and to the City. Union will meet within the ten (10) day period to attempt to resolve the dispute.

7.7.2 Upon the payment of the delinquent Contractor of all monies due and then owing for wages and/or fringe benefit contributions, the Union shall direct its members to return to work and the Contractor shall return all such members back to work.

Section 7.8 Expedited Enforcement Procedure

Any Party to the Agreement, and for purposes of this Article, the Contractor, or the CWA Administrator, may institute the following procedures, in lieu of or in addition to any other action at law or equity, when a breach of Section 7.1 or 7.5, above, or Section 8.3 is alleged by that Party.

7.8.1 The Party invoking this procedure shall notify the selected Arbitrator who has been selected by the negotiating Parties, and whom the Parties agree shall be the permanent arbitrators under this procedure. If the permanent arbitrators are unavailable at any time, any one of the permanent Arbitrators who is notified shall appoint his alternate to hear the matter. Arbitrator's fees shall be borne equally by the Parties involved in the arbitration, except that any participation by the City or the CWA Administrator, as observers, will not make the City, or the CWA Administrator a Party to the Arbitration, for the purposes of fee sharing provisions. The decision of the arbitrator shall be final and binding on the Parties, provided, however, that the arbitrator shall not have the authority to alter or amend or add to or delete from the provisions of this Agreement in any way. Notice to the arbitrator shall be by the most expeditious means available,

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with notices to the Parties alleged to be in violation, and to the Trades Council if it is a Union alleged to be in violation. For purposes of this Article, written notice may be given by telegram, facsimile, hand delivery or overnight mail and will be deemed effective upon receipt.

7.8.2 Upon receipt of said notice, the arbitrator named above or his/her alternate shall sit and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists, but not sooner than twenty-four (24) hours after notice has been dispatched to the Executive Secretary and the Senior Official(s) as required by Section 7.6, as above.

7.8.3 The arbitrator shall notify the Parties of the place and time chosen for this hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed 24 hours unless otherwise agreed upon by all Parties. A failure of any Party or Parties to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

7.8.4 The sole issue at the hearing shall be whether or not a violation of Sections 7.1 or 7.5, above, or Section 8.3 has in fact occurred. The arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation. The award shall be issued in writing within three (3) hours after the close of the hearing and may be issued without an opinion. If any Party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The arbitrator may order cessation of the violation of the Article and other appropriate relief, and such award shall be served on all Parties by hand or registered mail upon issuance.

7.8.5 Such award shall be final and binding on all Parties and may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to herein above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other Party. In any judicial proceeding to obtain a temporary order enforcing the arbitrator's award as issued under this Article, all Parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any Party's right to participate in a hearing for a final order of enforcement. The court's order or orders enforcing the arbitrator's award shall be served on all Parties by hand or by delivery to their address as shown on this Agreement (for a Union), as shown on their business contract for work under this Agreement (for a Contractor) and to the representing Union (for an employee), by certified mail by the Party or Parties first alleging the violation.

7.8.6 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance hereto are hereby waived by the Parties to whom they accrue.

7.8.7 The fees and expenses of the arbitrator shall be equally divided between the Party or Parties initiating this procedure and the respondent Party or Parties, except that any participation by the City or the CWA Administrator, as observers, will not make the City, or the CWA Administrator a Party to the Arbitration, for the purposes of fee sharing provisions.

ARTICLE 8
WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

Section 8.1 Assignment of Work The assignment of Project Work will be solely the responsibility of the Employer performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

Section 8.2 The Plan

8.2.1 All jurisdictional disputes on Project Work between or among the building and construction trades Unions and the Employers parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Employers and Unions parties to this Agreement.

8.2.2 If a dispute arising under this Article involves the Southwest Regional Council of Carpenters or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the Trades Council within 14 days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

Section 8.3 No Work Disruption Over Jurisdiction All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Employer's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 8.4 Pre-Job Conferences As provided in Article 16, each Contractor will conduct a pre-job conference with the appropriate affected Union(s) prior to commencing work. The Trades Council and the CWA Administrator shall be advised in advance of all such conferences and may participate if they wish.

Section 8.5 Resolution of Jurisdictional Disputes If any actual or threatened strike, sympathy strike, work stoppage, slow down, picketing, hand-billing or otherwise advising the public that a labor dispute exists, or interference with the progress of Project Work by reason of a jurisdictional dispute or disputes occurs, the Parties shall exhaust the expedited procedures set forth in the Plan, if such procedures are in the plan then currently in effect, or otherwise as in Article 7 above.

ARTICLE 9
MANAGEMENT RIGHTS

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Section 9.1 Contractor and City Rights The Contractors and the City have the sole and exclusive right and authority to oversee and manage construction operations on Project Work without any limitations unless expressly limited or required by a specific provision of this Agreement, including the incorporated MLAs. In addition to the following and other rights of the Contractors enumerated in this Agreement, the Contractors expressly reserve their management rights and all the rights conferred upon them by law. The Contractor's rights include, but are not limited to, the right to:

- (a) Plan, direct and control operations of all work;
- (b) Hire, promote, transfer and layoff their own employees, respectively, as deemed appropriate to satisfy work and/or skill requirements;
- (c) Promulgate and require all employees to observe reasonable job rules and security and safety regulations;
- (d) Discharge, suspend or discipline their own employees for just cause;
- (e) Utilize, in accordance with City approval, any work methods, procedures or techniques, and select, use and install any types or kinds of materials, apparatus or equipment, regardless of source of manufacture or construction; assign and schedule work at their discretion; and
- (f) Assign overtime, determine when it will be worked and the number and identity of employees engaged in such work, subject to such provisions in the applicable Master Labor Agreement (s) requiring such assignments be equalized or otherwise made in a nondiscriminatory manner.

Section 9.2 Specific City Rights In addition to the following and other rights of the City enumerated in this Agreement, the City expressly reserves its management rights and all the rights conferred on it by law. In addition, City reserves its rights set out in City's Standard Specification related to removal of employees from the jobsite. The City's rights (and those of the Contract Administrator on its behalf) include but are not limited to the right to:

- (a) Inspect any construction site or facility to ensure that the Contractor follows the applicable safety and other work requirements;
- (b) Require Contractors to establish a different work week or shift schedule for particular employees as required to meet the operational needs of the Project Work at a particular location;
- (c) At its sole option, terminate, delay and/or suspend any and all portions of the covered work at any time; prohibit some or all work on certain days or during certain hours of the day to accommodate the ongoing operations of the City's Facilities and/or to mitigate the effect of ongoing Project Work on businesses and residents in the neighborhood of the Project site; and/or require such other operational or schedule changes it deems necessary, in its sole judgment, to effectively maintain its primary mission and remain a good neighbor to those in the area of its

facilities. (In order to permit the Contractors and Unions to make appropriate scheduling plans, the City will provide the CWA Administrator, and the affected Contractor(s) and Union(s) with reasonable notice of any changes to the contract provisions it requires pursuant to this section; provided, however, that if notice is not provided in time to advise employees not to report for work, show-up pay shall be due pursuant to the provision of Article 6, Section 6.6);

(d) Approve any work methods, procedures and techniques used by Contractors whether or not these methods, procedures or techniques are part of industry practices or customs; and

(e) Retain the CWA Administrator of City's choosing to investigate and process complaints, in the matters set forth in Articles 7 and 10.

Section 9.3 Use of Materials There will be no limitations or restriction by Union upon a Contractor's choice of materials or design, nor, regardless of source or location, upon the full use and utilization, of equipment, machinery, packaging, precast, prefabricated, prefinished, or preassembled materials, tools or other labor saving devices, subject to the application of the State Public Contracts and Labor Codes as required by law. The onsite installation or application of such items shall be performed by the craft having jurisdiction over such work.

Section 9.4 Special Equipment, Warranties and Guaranties

9.4.1 It is recognized that certain equipment of a highly technical and specialized nature may be installed at Project Work sites. The nature of the equipment, together with the requirements for manufacturer's warranties, may dictate that it be prefabricated pre-piped and/or pre-wired and that it be installed under the supervision and direction of the City's and/or manufacturer's personnel. Provided that Union employees are qualified and/or certified to perform such specialized work, Unions agree to install such equipment without incident to insure compliance with the specifications for the equipment being installed and to insure compliance with contract documents, including but not limited to, plans, specifications, warranty requirements and scope of work under contract documents.

9.4.2 The Parties recognize that the Contractor will initiate from time to time the use of new technology, equipment, machinery, tools, and other labor-savings devices and methods of performing Project Work. The Union agrees that they will not restrict the implementation of such devices or work methods. The Unions will accept and will not refuse to handle, install or work with any standardized and/or catalogue: parts, assemblies, accessories, prefabricated items, preassembled items, partially assembled items or materials whatever their source of manufacture or construction.

9.4.3 If any disagreement between the Contractor and the Unions concerning the methods of implementation or installation of any equipment, or device or item, or method of work, arises, or whether a particular part or pre-assembled item is a standardized or catalog part or item, the work will precede as directed by the Contractor and the Parties shall immediately consult over the matter. If the disagreement is not resolved, the affected Union(s) shall have the right to proceed through the procedures set forth in Article 10.

9.4.4 No Less Favorable Treatment The parties agree that Project Work will not receive less favorable treatment than that on any other project which the Unions, Contractors and employees work.

ARTICLE 10
SETTLEMENT OF GRIEVANCES AND DISPUTES

Section 10.1 Cooperation and Harmony on Site

10.1.1 This Agreement is intended to establish and foster continued close cooperation between management and labor. At its own cost the Trades Council shall assign a representative to each Project Work for the purpose of assisting the local Unions, and working with the CWA Administrator, together with the Contractors, to complete the construction of the Project economically, efficiently, continuously and without any interruption, delays or work stoppages.

10.1.2 The CWA Administrator, the Contractors, Unions, and employees collectively and individually, realize the importance to all Parties of maintaining continuous and uninterrupted performance of the Project Work, and agree to resolve disputes in accordance with the grievance provisions set forth in this Article or, as appropriate, those of Article 7 or 8.

10.1.3 The CWA Administrator shall oversee the processing of grievances under this Article and Articles 7 and 8, including the scheduling and arrangements of facilities for meetings, selection of the arbitrator from the agreed-upon panel to hear the case, and any other administrative matters necessary to facilitate the timely resolution of any dispute; provided, however, it is the responsibility of the principal parties to any pending grievance to insure the time limits and deadlines are met. In the event that the above Arbitrators are unavailable at any time, the CWA Administrator shall request a panel seven (7) alternative arbitrators from the Federal Mediation and Conciliation Service, and the Contractor and involved Union shall attempt to mutually select an Arbitrator from that panel. In the event that the Contractor and the Union cannot come to an agreement, the parties shall, beginning with the Contractor, alternate in striking arbitrators from the list until one name remains who shall be the arbitrator.

Section 10.2 Processing Grievances Any questions arising out of and during the term of this Agreement involving its interpretation and application, which includes applicable provisions of the Master Labor Agreement, but not jurisdictional disputes or alleged violations of Section 7.1 and 7.4 and similar provisions, shall be considered a grievance and subject to resolution under the following procedures.

Step 1. Employee Grievances When any employee subject to the provisions of this Agreement feels aggrieved by an alleged violation of this Agreement, the employee shall, through his local Union business representative or, job steward, within ten (10) working days after the occurrence of the violation, give notice to the work site representative of the involved Contractor stating the provision(s) alleged to have been violated. A business representative of the local Union or the job steward and the work site representative of the involved Contractor shall meet and

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endeavor to resolve the matter within ten (10) working days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party may, within ten (10) working days thereafter, pursue Step 2 of this grievance procedure provided the grievance is reduced to writing, setting forth the relevant information, including a short description thereof, the date on which the alleged violation occurred, and the provision(s) of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 shall be non-precedential except as to the parties directly involved.

Union or Contractor Grievances Should the Union(s) or any Contractor have a dispute with the other Party (ies) and, if after conferring within ten (10) working days after the disputing Party knew or should have known of the facts or occurrence giving rise to the dispute, a settlement is not reached within five (5) working days, the dispute shall be reduced to writing and processed to Step 2 in the same manner as outlined in Step 1 above for the adjustment of an employee complaint.

Step 2. The business manager of the involved Union or his designee, together with the site representative of the involved Contractor shall meet within seven (7) working days of the referral of the dispute to this second step to arrive at a satisfactory settlement thereof. If the Parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days after the initial meeting at Step 2.

Step 3. (a) If the grievance shall have been submitted but not resolved under Step 2, either the Union or Contractor Party may request in writing to the CWA Administrator with copy(ies) to the other Party(ies) within seven (7) calendar days after the initial Step 2 meeting, that the grievance be submitted to an arbitrator selected from the agreed upon list in "Attachment D" attached hereto, on a rotational basis in the order listed. The CWA Administrator shall notify the parties to the grievance of the date, time and location of the hearing. The failure of any party to attend said hearing shall not delay the hearing of evidence or the issuance of any decision by the arbitrator. The decision of the arbitrator shall be final and binding on all parties. Should any party seek confirmation of the award made by the arbitrator, the prevailing party shall be entitled to receive its reasonable attorney fees and costs.

(b) Failure of the grieving Party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by consent of the Parties involved at the particular step where the extension is agreed upon. The arbitrator shall have the authority to make decisions only on issues presented and shall not have the authority to change, amend, add to or detract from any of the provisions of this Agreement.

(c) The fees and expenses incurred by the arbitrator, as well as those jointly utilized by the Parties (i.e. conference room, court reporter, etc.) in arbitration, shall be divided equally by the Parties to the arbitration.

Section 10.3 Limit on Use of Procedures The procedures contained in this Article shall not be applicable to any alleged violation of Articles 7 or 8, with a single exception that any employee

discharged for violation of Section 7.2, or Section 8.3, may resort to the procedures of this Article to determine only if he/she was, in fact, engaged in that violation.

Section 10.4 Notice The CWA Administrator (and the City, in the case of any grievance regarding the Scope of this Agreement), shall be notified by the involved Contractor of all actions at Steps 2 and 3, and further, the CWA Administrator shall, upon its own request, be permitted to participate fully in all proceedings at such steps. CWA Administrator’s participation shall not result in the City or CWA Administrator being deemed as a Party to the Arbitration for the purposes of fee sharing provisions.

ARTICLE 11
REGULATORY COMPLIANCE

Section 11.1 Compliance with All Laws The Trades Council and all Unions, Contractors, and their employees shall comply with all applicable federal and state laws, ordinances and regulations including, but not limited to, those relating to safety and health, employment and applications for employment. All employees shall comply with the safety regulations established by the City, the CWA Administrator or the Contractor. Employees must promptly report any injuries or accidents to a supervisor.

Section 11.2 Prevailing Wage Compliance All Contractors shall comply with the state laws and regulations pertaining to payment of prevailing wages. Compliance with this obligation may be enforced by the appropriate parties through Article 10, above, or by pursuing the remedies available under state law through the Labor Commissioner or the Department of Industrial Relations.

Section 11.3 Violations of Law Should there be a finding by the CWA Administrator or a Court or administrative tribunal of competent jurisdiction that a Contractor has violated federal and/or state law or regulation, the City, upon notice to the Contractor that it or its subcontractors is in such violation (including any finding of non-compliance with the California prevailing wage obligations as enforced pursuant to DIR regulations), and in the absence of the Contractor or subcontractor remedying such violation, may take such action as it is permitted by law or contract to encourage that Contractor to come into compliance, including, but not limited to, assessing fines and penalties and/or removing the offending Contractor from Project Work. Additionally, in accordance with the Contract between the City and the Contractor, the City may cause the Contractor to remove from Project work any subcontractor who is in violation of state or federal law.

ARTICLE 12
SAFETY AND PROTECTION OF PERSON AND PROPERTY

Section 12.1 Safety

12.1.1 It shall be the responsibility of each Contractor to ensure safe working conditions and employee compliance with any safety rules required by State Law, contained herein or established by the City or the Contractor, whichever is most restrictive shall apply. It is understood

Attachment: CWA Agreement (4081 : APPROVAL OF A COMMUNITY WORKFORCE AGREEMENT)

that employees have an individual obligation to use diligent care to perform their work in a safe manner and to protect themselves and the property of the Contractor and the City.

12.1.2 Employees shall be bound by the safety, security and visitor rules established by the Contractor and/or the City. These rules will be published and posted. An employee's failure to satisfy his/her obligations under this section will subject him/her to discipline, up to and including discharge.

12.1.3 The Parties shall adopt the Substance Abuse Policy attached hereto as **Attachment "E,"** which shall be the policy and procedure utilized under this Agreement.

Section 12.2 Suspension of Work for Safety A Contractor may suspend all or a portion of the job to protect the life and safety of employees. In such cases, employees will be compensated only for the actual time worked; provided, however, that where the Contractor requests employees to remain at the site and be available for work, the employees will be compensated for stand-by time at their basic hourly rate of pay.

Section 12.3 Water and Sanitary Facilities The Contractor shall provide adequate supplies of drinking water and sanitary facilities for all employees as required by state law or regulation.

ARTICLE 13
TRAVEL AND SUBSISTENCE

Travel expenses, travel time, subsistence allowances, zone rates and parking reimbursements shall be paid in accordance with the applicable Master Labor Agreement unless superseded by the applicable prevailing wage determination.

ARTICLE 14
APPRENTICES

Section 14.1 Importance of Training The Parties recognize the need to maintain continuing support of the programs designed to develop adequate numbers of competent workers in the construction industry, the obligation to capitalize on the availability of the local work force in the area served by the City, and the opportunities to provide continuing work under the construction program. To these ends, the Parties will facilitate, encourage, and assist local residents to commence and progress in Labor/Management Apprenticeship and/or training Programs in the construction industry leading to participation in such apprenticeship programs. The Trades Council will work to identify, or establish and maintain, effective programs and procedures for persons interested in entering the construction industry and which will help prepare them for the formal joint labor/management apprenticeship programs maintained by the signatory Unions.

Section 14.2 Use of Apprentices

14.2.1 Apprentices used on Projects under this Agreement shall be registered in Joint Labor Management Apprenticeship Programs approved by the State of California. Apprentices

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may comprise up to thirty percent (30%) of each craft's work force (calculated by hours worked) at any time, unless the standards of the applicable joint apprenticeship committee confirmed by the Division of Apprenticeship Standards ("DAS"), establish a lower or higher maximum percentage. Where the standards permit a higher percentage, such percentage shall apply on Project Work. Where the applicable standards establish a lower percentage, the applicable Union will use its best efforts with the Joint Labor Management apprenticeship committee and, if necessary, the DAS to permit up to thirty percent (30%) apprentices on the Project.

14.2.2 The Unions agree to cooperate with the Contractor in furnishing apprentices as requested up to the maximum percentage. The apprentice ratio for each craft shall be in compliance, at a minimum, with the applicable provisions of the Labor Code relating to utilization of apprentices. The City shall encourage such utilization, and, both as to apprentices and the overall supply of experienced workers. The Trades Council will work to assure appropriate and maximum utilization of apprentices and the continuing availability of both apprentices and journey persons.

14.2.3 The Parties agree that apprentices will not be dispatched to Contractors working under this Agreement unless there is a journeyman working on the project where the apprentice is to be employed who is qualified to assist and oversee the apprentice's progress through the program in which he is participating.

14.2.4 All apprentices shall work under the direct supervision of a journeyman from the trade in which the apprentice is indentured. A journeyman shall be defined as set forth in the California Code of Regulations, Title 8 [apprenticeship] section 205, which currently defines a journeyman as a person who has either completed an accredited apprenticeship in his or her craft, or has completed the equivalent of an apprenticeship in length and content of work experience and all other requirements in the craft which has workers classified as journeyman in the apprenticeable occupation. In the instance of Core Employees, should a question arise as to a journeyman's qualification under this subsection, the Contractor shall provide adequate proof evidencing the worker's qualification as a journeyman to the Trades Council.

Section 14.3 Identification and Retention of Skilled Labor and Employment of Local Residents
The Project Work will require large numbers of craft personnel and other supporting employees. It is therefore the understanding and intention of the Parties to use the opportunities provided by the extensive amount of work to be covered on these Projects to promote, through cooperative efforts, programs and procedures (which may include, for example, programs to prepare persons for entrance into formal labor/management apprenticeship and/or training programs) to the community describing opportunities available as a result of the Project Work, for involvement of Local Residents in the construction industry, to assist them in entering the construction trades, and, through utilization of labor/management apprenticeship and/or training programs, to provide training opportunities for Local Residents and students and graduates of the City wishing to pursue a career in construction. Such cost for programs and training will be the responsibility of the Union and contractors. The City will work with the Unions, trade groups, and Contractors, in marketing such potential job and training opportunities to encourage application from Moreno Valley residents. Further, with concurrence from the CWA Administrator, the Contractors and the

Unions will work together to promptly develop and implement procedures for the identification of craft needs, the scheduling of work to facilitate the utilization of available craft employees, and the securing of services of craft employees in sufficient numbers to meet the demand of the Project Work to be undertaken. The City will work with the Contractors and Unions in promoting said opportunities to encourage application from Moreno Valley residents. The CWA Administrator, the Contractor, and the Unions will explore opening up a training facility in Moreno Valley.

ARTICLE 15
WORKING CONDITIONS

Section 15.1 Meal and Rest Periods There will be no non-working times established during working hours except as may be required by applicable state law or regulations. Meal periods and Rest periods shall be as provided for in Wage Order 16. Individual coffee containers will be permitted at the employees' work location; however, there will be no organized coffee breaks.

Section 15.2 Work Rules The Contractor shall establish such reasonable work rules as they deem appropriate and not inconsistent with this Agreement that are not in conflict with City Contract Documents. These rules will be posted at the work sites by the Contractor and may be amended thereafter as necessary. Failure to observe these rules and regulations by employees may be grounds for discipline up to and including discharge.

Section 15.3 Emergency Use of Tools and Equipment There should be no restrictions on the emergency use of any tools by any qualified employee or supervisor, or on the use of any tools or equipment for the performance of work within the jurisdiction, provided the employee can safely use the tools and/or equipment involved and is compliance with applicable governmental rules and regulations.

Section 15.4 Access Restrictions for Cars Recognizing the nature of the work being conducted on the site, employee access by a private automobile may be limited to certain roads and/or parking areas.

ARTICLE 16
PRE-JOB CONFERENCES

Section 16.1 Each Primary Contractor which is awarded a Construction Contract by the City for Project Work shall conduct a Pre-Job conference with the appropriate affected Union(s) prior to commencing work. All Contractors who have been awarded contracts by the Primary Contractor shall attend the Pre-Job conference. The Trades Council and the CWA Administrator shall be advised in advance of all such conferences and may participate if they wish. All work assignments shall be disclosed by the Primary Contractor and all Contractors at the Pre-Job conference in accordance with industry practice. Should there be any formal jurisdictional dispute raised under Article 8, the CWA Administrator shall be promptly notified. Primary Contractor shall have available at the Pre-Job conference the plans and drawing for the work to be performed on the Project. Should additional Project Work not previously included within the scope of the Project Work be added, the Contractors performing such work will conduct a separate pre-job for such

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newly included work.

ARTICLE 17
LABOR/MANAGEMENT COOPERATION

Section 17.1 Joint Committee the Parties to this Agreement may establish a six (6) person Joint Administrative Committee (JAC). This JAC shall be comprised of three (3) representatives selected by the City and three (3) representatives selected by the Trades Council to monitor compliance with the terms and conditions of this Agreement and to recommend amendments to this Agreement, with the exception of the dollar threshold specified in Section 2.2(a) and the term of this Agreement under Section 22.1, when doing so would be to the mutual benefit of the Parties. Each representative shall designate an alternate who shall serve in his or her absence for any purpose contemplated by this Agreement. A quorum will consist of at least two (2) representatives selected by the City and at least two (2) representatives selected by the Trades Council. For voting purposes, only an equal number of City and Union representatives present may constitute a voting quorum.

Section 17.2 Functions of Joint Committee The Committee shall meet on a schedule to be determined by the Committee or at the call of the joint chairs, to discuss the administration of the Agreement, the progress of the Project, general labor management problems that may arise, and any other matters consistent with this Agreement. Substantive grievances or disputes arising under Articles 7, 8 or 10 shall not be reviewed or discussed by this Committee but shall be processed pursuant to the provisions of the appropriate Article. The CWA Administrator shall be responsible for the scheduling of the meetings, the preparation of the agenda topics for the meetings, with input from the Unions, the Contractors and the City. Notice of the date, time and place of meetings, shall be given to the Committee members at least three (3) days prior to the meeting. The CWA Administrator shall prepare quarterly reports on apprentice utilization and the training and employment of City residents, and a schedule of Project Work and estimated number of craft workers needed. The Committee or an appropriate subcommittee, may review such reports and make any recommendations for improvement, if necessary, including increasing the availability of skilled trades, and the employment of local residents or other individuals who should be assisted with appropriate training to qualify for apprenticeship programs.

ARTICLE 18
SAVINGS AND SEPARABILITY

Section 18.1 Savings Clause It is not the intention of the City, the CWA Administrator, Contractor or the Union parties to violate any laws governing the subject matter of this Agreement. The Parties hereto agree that in the event any provision of this Agreement is finally held or determined to be illegal or void as being in contravention of any applicable law or regulation, the remainder of the Agreement shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this Agreement. Further, the Parties agree that if and when any provision(s) of this Agreement is finally held or determined to be illegal or void by a court of competent jurisdiction, the Parties will promptly enter into

negotiations concerning the substantive effect of such decision for the purposes of achieving conformity with the requirements of any applicable laws and the intent of the Parties hereto. If the legality of this Agreement is challenged and any form of injunctive relief is granted by any court, suspending temporarily or permanently the implementation of this Agreement, then the Parties agree that all Project Work that would otherwise be covered by this Agreement should be continued to be bid and constructed without application of this Agreement so that there is no delay or interference with the ongoing planning, bidding and construction of any Project Work.

Section 18.2 Effect of Injunctions or Other Court Orders The Parties recognize the right of the City to withdraw, at its absolute discretion, the utilization of the Agreement as part of any bid specification should a Court of competent jurisdiction issue any order, or any applicable statute which could result, temporarily or permanently in delay of the bidding, awarding and/or construction on the Project.

ARTICLE 19
WAIVER

A waiver of or a failure to assert any provisions of this Agreement by any or all of the Parties hereto shall not constitute a waiver of such provision for the future. Any such waiver shall not constitute a modification of the Agreement or change in the terms and conditions of the Agreement and shall not relieve; excuse or release any of the Parties from any of their rights, duties or obligations hereunder.

ARTICLE 20
INDEMNITY

To the full extent permitted by law, Trades Council and Unions agree to indemnify, defend and hold harmless the City, CWA Administrator, City’s officers, employees and agents (“Indemnified Parties”) against, and will hold and save them and each of them harmless from, any and all claims, demands, actions, suits or other legal proceedings, but not a grievance arising under the terms of this Agreement, brought against the Indemnified Parties arising out of negligence, willful misconduct, or accidental conduct engaged in solely by Union, its elected and appointed officials, officers, agents and employees. Notwithstanding the foregoing, the Union shall not be liable for the defense or indemnification of the Indemnified Parties for claims, demands, actions, complaints, suits or other legal proceedings arising out of conduct of any contractor, subcontractor or the Indemnified Parties. Notwithstanding the above, this Article shall not apply to any legal challenge (in a court of law, with an administrative agency or otherwise) over the adoption by the City of this Agreement.

ARTICLE 21
AMENDMENTS

The provisions of this Agreement can be renegotiated, supplemented, rescinded or otherwise altered only by mutual agreement in writing, hereafter signed by the negotiating Parties hereto. In

Attachment: CWA Agreement (4081 : APPROVAL OF A COMMUNITY WORKFORCE AGREEMENT)

the event of any conflict or ambiguity between this Agreement and any Attachment or exhibit, the provisions of this Agreement shall govern.

ARTICLE 22
DURATION OF THE AGREEMENT

Section 22.1 Duration

22.1.1 This Agreement shall be effective from the date signed by all the parties, which shall be not more than 90 days from the date City Council authorizes the Agreement. Unions without signatures on the Union Signature Page within the aforementioned 90 day period shall not be party to the Agreement. The agreement shall remain in effect for an initial period of five (5) years. Any covered Project Work awarded during the term of this Agreement shall continue to be covered hereunder, until completion of the Project Work, notwithstanding the expiration date of this Agreement.

22.1.2 This Agreement may be extended by written mutual consent of the City, as directed by the City Council and the signatory Unions for such further periods as the Parties shall agree to.

Section 22.2 Turnover and Final Acceptance of Completed Work

22.2.1 Construction of any phase, portion, section, or segment of Project Work shall be deemed complete when such phase, portion, section or segment has been turned over to the City by the Contractor and the City has accepted such phase, portion, section, or segment. As areas and systems of the Project are inspected and construction-tested and/or approved and accepted by the City or third parties with the approval of the City, the Agreement shall have no further force or effect on such items or areas, except when the Contractor is directed by the City to engage and repairs or modifications required by its contract(s) with the City.

22.2.2 Notice of each final acceptance received by the Contractor will be provided to the Trades Council with the description of what portion, segment, etc. has been accepted. Final acceptance may be subject to a "punch" list, and in such case, the Agreement will continue to apply to each such item on the list until it is completed to the satisfaction of the City and Notice of Completion is issued by the City or its representative to the Contractor. At the request of the Union, complete information describing any "punch" list work, as well as any additional work required of a Contractor at the direction of the City pursuant to Section 22.2.1 above, involving otherwise turned-over and completed facilities which have been accepted by the City, will be available from the CWA Administrator.

Attachment: CWA Agreement (4081 : APPROVAL OF A COMMUNITY WORKFORCE AGREEMENT)

IN WITNESS whereof the Parties have caused this Community Workforce Agreement to be executed as of the date and year above stated.

CITY OF MORENO VALLEY

SAN BERNARDINO/RIVERSIDE
COUNTIES

By: _____

BUILDING AND CONSTRUCTION
TRADES COUNCIL, AFL-CIO

City Manager

By: *William J. Perez* _____

Date: _____

William J. Perez,

Executive Secretary/Business Manager

ATTEST:

By: _____

City Clerk

APPROVED AS TO FORM:

City Attorney

Attachment: CWA Agreement (4081 : APPROVAL OF A COMMUNITY WORKFORCE AGREEMENT)

Union Signatory Page

- Heat & Frost Insulators (Local 5) _____
- Boilermakers (Local 92) _____
- Bricklayers & Allied Craftworkers (Local 4) _____
- Cement Masons (Local 500) _____
- Drywall Finishers (Local 1136/D.C. 36) _____
- Electrical Workers (Local 440) _____
- Elevator Constructors (Local 18) _____
- Glaziers (Local 636/D.C. 36) _____
- Iron Workers (Reinforced – Local 416) _____
- Iron Workers (Structural – Local 433) _____
- Laborers (Local 1184) _____
- Laborers (Local 300) _____
- Operating Engineers (Local 12) _____
- Operating Engineers (Local 12) _____
- Operating Engineers (Local 12) _____
- Painters & Allied Trades (Local 1036) _____
- Pipe Trades (Local 364) _____
- Pipe Trades (Local 345) _____
- Road Sprinkler Fitters (Local 669) _____
- Plasterers (Local 200) _____
- Plaster Tenders (Local 1414) _____
- Resilient Floor (Local 1247/D.C. 36) _____
- Roofers & Waterproofers (Local 220) _____
- Sheet Metal Workers (Local 105) _____
- Teamsters (Local 166) _____
- Southwest Regional Council of Carpenters _____

Attachment: CWA Agreement (4081 : APPROVAL OF A COMMUNITY WORKFORCE AGREEMENT)

ATTACHMENT A – LETTER OF ASSENT

To be signed by all contractors awarded work covered by the City of Moreno Valley Community Workforce Agreement prior to commencing work.

[Contractor's Letterhead] CWA Administrator

Attn: _____

Re: Community Workforce Agreement – Letter of Assent

Dear Sir:

This is to confirm that [name of company] agrees to be party to and bound by the City of Moreno Valley Community Workforce Agreement effective_____, 2020, as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the agreement undertaken by this Company on the project and this Company shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical letter of assent prior to their commencement of work.

Sincerely,

[Name of Construction Company]

By: _____ Name and Title of Authorized Executive

Contractor State License No.: _____

Business Address: _____

Business Phone: _____

[Copies of this letter must be submitted to the CWA Administrator and to the Trades Council Consistent with Section 2.6 (b).]

Attachment: CWA Agreement (4081 : APPROVAL OF A COMMUNITY WORKFORCE AGREEMENT)

ATTACHMENT B

FIRST TIER ZIP CODES (CITY BOUNDARY)

*Some Zip codes shared with neighboring cities

ADD ZIP CODES TBD
STANDARD ZIP CODES

92551		
92553		
92555		
92557		

SECOND TIER ZIP CODES REMAINDER OF RIVERSIDE COUNTY

- | | | |
|-------|-------|-------|
| 91752 | 92241 | 92501 |
| 92201 | 92247 | 92502 |
| 92202 | 92448 | 92503 |
| 92203 | 92253 | 92504 |
| 92210 | 92254 | 92505 |
| 92211 | 92255 | 92506 |
| 92220 | 92258 | 92507 |
| 92223 | 92260 | 92508 |
| 92225 | 92261 | 92509 |
| 92226 | 92262 | 92513 |
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| 92234 | 92270 | 92516 |
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| 92236 | 92276 | 92518 |
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Attachment: CWA Agreement (4081 : APPROVAL OF A COMMUNITY WORKFORCE AGREEMENT)

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Attachment: CWA Agreement (4081 : APPROVAL OF A COMMUNITY WORKFORCE AGREEMENT)

ATTACHMENT C

CITY OF MORENO VALLEY
CRAFT REQUEST FORM

TO THE CONTRACTOR: Please complete and fax this form to the applicable union to request craft workers that fulfill the hiring requirements for this project. After faxing your request, please call the Local to verify receipt and substantiate their capacity to furnish workers as specified below. Please print your Fax Transmission Verification Reports and keep copies for your records.

The City of Moreno Valley Community Workforce Agreement establishes a goal that 30% of the total work hours shall be from Veterans, regardless of where they reside, and workers residing: first, in those first tier zip codes which overlap all of the City of Moreno Valley, as attached hereto, second, residing within Riverside County. For Dispatch purposes, employees residing within either of these two (2) areas, as well as Veterans, regardless of where they reside, shall be referred to as Local Residents.

TO THE UNION: Please complete the "Union Use Only" section on the next page and fax this form back to the requesting Contractor. Be sure to retain a copy of this form for your records.

CONTRACTOR USE ONLY

To: Union Local # _____ **Fax#** () _____ **Date:** _____

Cc: CWA Administrator

From: Company: _____ **Issued By:** _____

Contact Phone :() _____ **Contact Fax:** () _____

PLEASE PROVIDE ME WITH THE FOLLOWING UNION CRAFT WORKERS.

Craft Classification (i.e., plumber, painter, etc.)	Journeyman or Apprentice	Local Resident, Veteran or General Dispatch	Number of workers needed	Report Date	Report Time

TOTAL WORKERS REQUESTED = _____

Please have worker(s) report to the following work address indicated below:

Project Name: _____ Site: _____ Address: _____

Report to: _____ On-site Tel: _____ On-site Fax: _____

Comment or Special Instructions: _____

Attachment: CWA Agreement (4081 : APPROVAL OF A COMMUNITY WORKFORCE AGREEMENT)

UNION USE ONLY

Date dispatch request received:
Dispatch received by:
Classification of worker requested:
Classification of worker dispatched:

WORKER REFERRED

Name:
Date worker was dispatched:
Is the worker referred a: (check all that apply)

JOURNEYMAN	Yes _____	No _____
APPRENTICE	Yes _____	No _____
LOCAL RESIDENT	Yes _____	No _____
VETERAN	Yes _____	No _____
GENERAL DISPATCH FROM OUT OF WORK LIST	Yes _____	No _____

Attachment: CWA Agreement (4081 : APPROVAL OF A COMMUNITY WORKFORCE AGREEMENT)

ATTACHMENT D

List of Neutral Arbitrators
[Subject to Confirmation]

Mark Burstein
Walter Daugherty
Fred Horowitz
Michael Prihar
Louis Zigman

Attachment: CWA Agreement (4081 : APPROVAL OF A COMMUNITY WORKFORCE AGREEMENT)

ATTACHMENT "E"

SUBSTANCE ABUSE POLICY

The Parties recognize the problems which drug and alcohol abuse have created in the construction industry and the need to develop drug and alcohol abuse prevention programs. Accordingly, the Parties agree that in order to enhance the safety of the workplace and to maintain a drug and alcohol-free work environment, individual Employers may require applicants or employees to undergo drug and alcohol testing.

1. It is understood that the use, possession, transfer or sale of illegal drugs, narcotics, or other unlawful substances, as well as being under the influence of alcohol and the possession or consuming alcohol is absolutely prohibited while employees are on the Employer's job premises or while working on any jobsite in connection with work performed under the Community Workforce Agreement ("CWA").

2. No Employer may implement a drug testing program which does not conform in all respects to the provisions of this Policy.

3. No Employer may implement drug testing at any jobsite unless written notice is given to the Union setting forth the location of the jobsite, a description of the project under construction, and the name and telephone number of the Project Work Supervisor. Said notice shall be addressed to the office of each Union signing the CWA. Said notice shall be delivered in person or by registered mail before the implementation of drug testing. Failure to give such notice shall make any drug testing engaged in by the Employer a violation of the PLA, and the Employer may not implement any form of drug testing at such jobsite for the following six months.

4. An employer who elects to implement drug testing pursuant to this Agreement shall require all employees on the Project Work to be tested. With respect to individuals who become employed on the Project Work subsequent to the proper implementation of this drug testing program, such test shall be administered upon the commencement of employment on the project, whether by referral from a Union Dispatch Office, transfer from another project, or another method. Individuals who were employed on the project prior to the proper implementation of this drug testing program may only be subjected to testing for the reasons set forth in Paragraph 5(f) (1) through 5(f) (3) of this Policy. Refusal to undergo such testing shall be considered sufficient grounds to deny employment on the project.

5. The following procedure shall apply to all drug testing:

a. The Employer may request urine samples only. The applicant or employee shall not be observed when the urine specimen is given. An applicant or employee, at his or her sole option, shall, upon request, receive a blood test in lieu of a urine test. No employee of the Employer shall draw blood from a bargaining unit employee, touch or handle

urine specimen, or in any way become involved in the chain of custody of urine or blood specimens. A Union Business Representative, subject to the approval of the individual applicant or employee, shall be permitted to accompany the applicant or employee to the collection facility to observe the collection, bottling, and sealing of the specimen.

b. The testing shall be done by a laboratory approved by the Substance Abuse & Mental Health Services Administration (SAMHSA), which is chosen by the Employer and the Union.

c. An initial test shall be performed using the Enzyme Multiplied Immunoassay Technique (EMZT). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the applicant or employee. The confirmation test will be by Gas Chromatography Mass Spectrometry (GC/MS). Cutoff levels for both the initial test and confirmation test will be those established by the SAMHSA. Should these SAMHSA levels be changed during the course of this agreement or new testing procedures are approved, then these new regulations will be deemed as part of this existing agreement. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one year. Handling and transportation of each sample must be documented through strict chain of custody procedures.

d. In the event of a confirmed positive test result the applicant or employee may request, within forty-eight (48) hours, a sample of his/her specimen from the testing laboratory for purposes of a second test to be performed at a second laboratory, designated by the Union and approved by SAMHSA. The retest must be performed within ten (10) days of the request. Chain of custody for this sample shall be maintained by the Employer between the original testing laboratory and the Union's designated laboratory. Retesting shall be performed at the applicant's or employee's expense. In the event of conflicting test results the Employer may require a third test.

e. If, as a result of the above testing procedure, it is determined that an applicant or employee has tested positive, this shall be considered sufficient grounds to deny the applicant or employee his/her employment on the Project Work.

f. No individual who tests negative for drugs or alcohol pursuant to the above procedure and becomes employed on the Project Work shall again be subjected to drug testing with the following exceptions:

1. Employees who are involved in industrial accidents resulting in damage to plant, property or equipment or injury to him/her (self) or others may be tested pursuant to the procedures stated hereinabove.

2. The Employer may test employees following thirty (30) days advance written notice to the employee(s) to be tested and to the applicable Union. Notice to the applicable Union shall be as set forth in Paragraph 3 above and such testing shall be pursuant to the procedures stated hereinabove.

3. The Employer may test an employee where the Employer has reasonable cause to believe that the employee is impaired from performing his/her job. Reasonable cause shall be defined as exhibiting aberrant or unusual behavior, the type of which is a recognized and accepted symptom of impairment (i.e., slurred speech, unusual lack of muscular coordination, etc.). Such behavior must be actually observed by at least two persons, one of whom shall be a Supervisor who has been trained to recognize the symptoms of drug abuse or impairment and the other of whom shall be the job steward. If the job steward is unavailable or there is no job steward on the project the other person shall be a member of the applicable Union's bargaining unit. Testing shall be pursuant to the procedures stated hereinabove. Employees who are tested pursuant to the exceptions set forth in this paragraph and who test positive will be removed from the Employer's payroll.

g. Applicants or employees who do not test positive shall be paid for all time lost while undergoing drug testing. Payment shall be at the applicable wage and benefit rates set forth in the applicable Union's Master Labor Agreement. Applicants who have been dispatched from the Union and who are not put to work pending the results of a test will be paid waiting time until such time as they are put to work. It is understood that an applicant must pass the test as a condition of employment. Applicants who are put to work pending the results of a test will be considered probationary employees.

6. The employers will be allowed to conduct periodic job site drug testing on the Project under the following conditions:

a. The entire jobsite must be tested, including any employee or subcontractor's employee who worked on that project three (3) working days before or after the date of the test;

b. Jobsite testing cannot commence sooner than thirty (30) days after start of the work on the Project;

c. Prior to start of periodic testing, a business representative will be allowed to conduct an educational period on company time to explain periodic jobsite testing program to affected employees;

d. Testing shall be conducted by a SAMHSA certified laboratory, pursuant to the provisions set forth in Paragraph 5 hereinabove.

e. Only two periodic tests may be performed in a twelve-month period.

7. It is understood that the unsafe use of prescribed medication, or where the use of prescribed medication impairs the employee's ability to perform work, is a basis for the Employer to remove the employee from the jobsite.

8. Any grievance or dispute which may arise out of the application of this Agreement shall be subject to the grievance and arbitration procedures set forth in the CWA.

9. The establishment or operation of this Policy shall not curtail any right of any employee found in any law, rule or regulation. Should any part of this Agreement be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the parties, the remaining portions of the Agreement shall be unaffected, and the parties shall enter negotiations to replace the affected provision.

10. Present employees, if tested positive, shall have the prerogative for rehabilitation program at the employee's expense. When such program has been successfully completed the Employer shall not discriminate in any way against the employee. If work for which the employee is qualified exists, he/she shall be reinstated.

11. The Employer agrees that results of urine and blood tests performed hereunder will be considered medical records held confidential to the extent permitted or required by law. Such records shall not be released to any persons or entities other than designated Employer representatives and the applicable Union. Such release to the applicable Union shall only be allowed upon the signing of a written release and the information contained therein shall not be used to discourage the employment of the individual applicant or employee on any subsequent occasions.

12. The Employer shall indemnify and hold the Union harmless against any and all claims, demands, suits, or liabilities that may arise out of the application of this Agreement and/or any program permitted hereunder.

13. Employees who seek voluntary assistance for substance abuse may not be disciplined for seeking such assistance. Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Employees enrolled in substance abuse programs shall be subject to all Employer rules, regulations and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.

14. This Memorandum, of Understanding shall constitute the only Agreement in effect between the parties concerning drug and alcohol abuse, prevention and testing. Any modifications thereto must be accomplished pursuant to collective bargaining negotiations between the parties.

DRUG ABUSE PREVENTION AND

DETECTION APPENDIX A

CUTOFF LEVELS

DRUG	SCREENING METHOD	SCREENING LEVEL **	CONFIRMATION METHOD	CONFIRMATION LEVEL
Alcohol	EMIT	0.02%	CG/MS	0.02%
Amphetamines	EMIT	1000 ng/ml*	CG/MS	500 ng/ml*
Barbiturates	EMIT	300 ng/ml	CG/MS	200 ng/ml
Benzodiazepines	EMIT	300 ng/ml	CG/MS	300 ng/ml
Cocaine	EMIT	300 ng/ml*	CG/MS	150 ng/ml*
Methadone	EMIT	300 ng/ml	CG/MS	100 ng/ml
Methaqualone	EMIT	300 ng/ml	CG/MS	300 ng/ml
Opiates	EMIT	2000 ng/ml*	CG/MS	2000 ng/ml*
PCP (Phencyclidine)	EMIT	25 ng/ml*	CG/MS	25 ng/ml*
THC (Marijuana)	EMIT	50 ng/ml*	CG/MS	15 ng/ml*
Propoxyphene	EMIT	300 ng/ml	CG/MS	100 ng/ml

* SAMHSA specified threshold

** A sample reported positive contains the Indicated drug at or above the cutoff level for that drug. A negative sample either contains no drug or contains a drug below the cutoff level.

EMIT - Enzyme Immunoassay

CC/MS - Gas Chromatography/Mass Spectrometry

Attachment: CWA Agreement (4081 : APPROVAL OF A COMMUNITY WORKFORCE AGREEMENT)

SIDE LETTER OF AGREEMENT
TESTING POLICY FOR DRUG ABUSE

It is hereby agreed between the parties hereto that an Employer who has otherwise properly implemented drug testing, as set forth in the Testing Policy for Drug Abuse, shall have the right to offer an applicant or employee a "quick" drug screening test. This "quick" screen test shall consist either of the "ICUP" urine screen or similar test or an oral screen test. The applicant or employee shall have the absolute right to select either of the two "quick" screen tests, or to reject both and request a full drug test.

An applicant or employee who selects one of the quick screen tests, and who passes the test, shall be put to work immediately. An applicant or employee who fails the "quick" screen test, or who rejects the quick screen tests, shall be tested pursuant to the procedures set forth in the Testing Policy for Drug Abuse. The sample used for the "quick" screen test shall be discarded immediately upon conclusion of the test. An applicant or employee shall not be deprived of any rights granted to them by the Testing Policy for Drug Abuse as a result of any occurrence related to the "quick" screen test.



Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: July 7, 2020

TITLE: PA15-0002 (TR 35414) – EXECUTE QUITCLAIM DEED TRANSFERRING THE CITY’S TITLE INTEREST IN A STORM DRAIN EASEMENT TO THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT DEVELOPER – RIVERVIEW PARTNERS, LP

RECOMMENDED ACTION

Recommendations:

1. Authorize the City Manager to execute the Quitclaim Deed transferring all rights, title, and interest in and to the storm drain easement recorded on Tract Map 35414, recorded in Map Book 457, Pages 70 through 73 inclusive, in the Official Records of Riverside County, California, to the Riverside County Flood Control and Water Conservation District.
2. Direct the City Clerk to forward the signed Quitclaim Deed to the Riverside County Flood Control and Water Conservation District for further processing and recordation.

SUMMARY

This report recommends the execution of a quitclaim deed of the storm drain easement within Tract 35414 to the Riverside County Flood Control and Water Conservation District (RCFC&WCD) for future operation, maintenance, repair and improvement of their storm drain facilities known as Line V-3, stage 1. The quitclaim deed will transfer the City’s right, title, and interest of the storm drain easement to RCFC&WCD.

DISCUSSION

As a condition of approval for Tract 35414, located at the southeast corner of Box Springs Road and Clark Street (see Attachment 1), the project developer was required

to construct storm drain improvements. On July 27, 2017, a Cooperative Agreement between the Riverside County Flood Control and Water Conservation District (RCFC&WCD), the City of Moreno Valley, and Riverview Partners LP was recorded for Tract 35414. Per the Cooperative Agreement, RCFC&WCD is ultimately responsible to maintain the storm drain within the storm drain easement area within Tract Map 35414 and the adjacent outlet once completed. The storm drain easement was dedicated to and accepted by the City on the recorded map. Construction of the project has been completed and RCFC&WCD is ready to take over maintenance of the storm drain facility.

The City has received a request from the RCFC&WCD (see Attachment 2) to quitclaim the referenced storm drain easement within Tract 35414 to the storm drain outlet, in accordance with the Cooperative Agreement. The quitclaim deed (see Attachment 3) transfers the City's title interest in the storm drain easement for West End Moreno Master Drainage Plan Line V-3, Stage 1 to RCFC&WCD in order to allow the RCFC&WCD to operate and maintain the drainage facility located within said storm drain easement.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *Staff recommends this alternative as this alternative will allow for proper maintenance of the storm drain facilities by the RCFC&WCD.*
2. Do not approve and do not authorize the recommended actions as presented in this staff report. *Staff does not recommend this alternative as this alternative would not allow for proper maintenance of the storm drain facilities by the RCFC&WCD.*

FISCAL IMPACT

No fiscal impact is anticipated.

NOTIFICATION

Publication of the agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Guy Pegan, P.E.
Senior Engineer

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

Concurred By:
Michael D. Lloyd, P.E.
Engineering Division Manager/Assistant City Engineer

CITY COUNCIL GOALS

Advocacy. Develop cooperative intergovernmental relationships and be a forceful advocate of City policies, objectives, and goals to appropriate external governments, agencies and corporations.

CITY COUNCIL STRATEGIC PRIORITIES

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

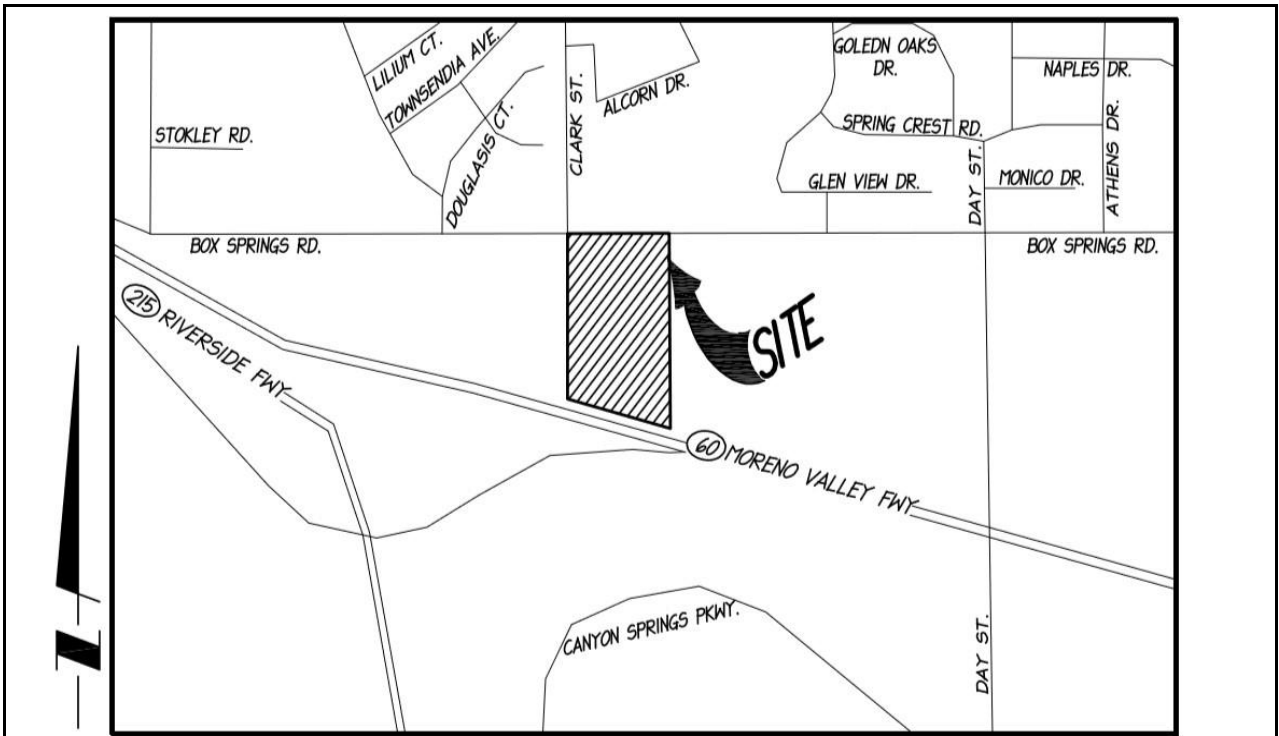
Objective 4.2: Develop and maintain a comprehensive Infrastructure Plan to invest in and deliver City infrastructure.

ATTACHMENTS

- 1. Vicinity Map - PA15-0002 (TR 35414)
- 2. RCFC&WCD Request Letter to Quitclaim Easements
- 3. Quitclaim Deed - Parcel 4786-502 (230205)

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	6/25/20 8:53 AM
City Attorney Approval	<u>✓ Approved</u>	6/25/20 11:09 AM
City Manager Approval	<u>✓ Approved</u>	6/30/20 4:52 PM



VICINITY MAP
NO SCALE

CITY OF MORENO VALLEY
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT

PA15-0002
Project Site

Attachment: Vicinity Map - PA15-0002 (TR 35414) (4067 : PA15-0002 (TR 35414) - EXECUTE QUITCLAIM DEEDS)

JASON E. UHLEY
General Manager-Chief Engineer



1995 MARKET STREET
RIVERSIDE, CA 92501
951.955.1200
FAX 951.788.9965
www.rcflood.org
230213

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

March 17, 2020

Mr. Ahmad R. Ansari, P.E.
Public Works Director/City Engineer
City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

Dear Mr. Anasari:

Re: West End Moreno Valley Line V-3,
Stage 1
Project No. 4-0-00786
Tract 35414

The Riverside County Flood Control and Water Conservation District (District) is preparing to accept West End Moreno Valley Line V-3, Stage 1 for operation and maintenance in accordance with the terms of the executed Cooperative Agreement between the District, the City of Moreno Valley and Riverview Partners LP.

We are now requesting that the City of Moreno Valley convey the easements granted to the public per the Irrevocable Offer of Dedication recorded as Instrument Nos. 2017-0297065 and 2017-0297066 and the associated storm drain easement as dedicated on Tract Map 35414 within Lot 1.

Please proceed with the necessary actions required to accept and convey this easement to the District. Enclosed for your use are three (3) Quitclaim Deeds for the referenced right of way to be executed by your council. Upon completion, please return the recorded Resolution and fully executed Quitclaim Deeds to the District for acceptance and recordation.

A copy of the Agreement and the associated plan sheets are enclosed for your use. If you require further information, please call Ami Urista at 951.955.4518 or email at aurista@rivco.org.

Very truly yours,

RUBEN F. DURAN
Supervising Real Property Agent

Enclosures

JAU:rlp

Attachment: RCFC&WCD Request Letter to Quitclaim Easements (4067 : PA15-0002 (TR 35414) – EXECUTE QUITCLAIM DEEDS)

230205

Recorded at request of, and return to:
Riverside County Flood Control and
Water Conservation District
1995 Market Street
Riverside, California 92501

NO FEE (GOV. CODE 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned grantor(s) declare(s)

West End Moreno MDP Line V-3
Project No. 4-0-00786
Tract No. 35414
APN 291-050-076

DDT: - 0 - THE CONVEYANCE IS TO A GOVERNMENTAL
ENTITY OR POLITICAL SUBDIVISION R&T 11922

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the CITY OF MORENO VALLEY, does hereby remise, release and forever quitclaim to RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic, all right, title and interest in and to the easement for storm drain purposes, situated in the city of Moreno Valley, County of Riverside, State of California, described in:

See legal description attached hereto as Exhibits "A" and "B", and made part hereof, to be referenced hereafter as **RCFC Parcel 4786-502**.

CITY OF MORENO VALLEY,
a municipal corporation:

Date: _____

By: _____
MIKE LEE, City Manager

ATTEST:

PAT JACQUEZ-NARES,
Clerk to the City of Moreno Valley

By: _____
City Clerk

(SEAL)

Attachment: Quitclaim Deed - Parcel 4786-502 (230205) [Revision 2] (4067 : PA15-0002 (TR 35414) - EXECUTE QUITCLAIM DEEDS)

RIVERSIDE COUNTY FLOOD CONTROL AND WATER
CONSERVATION DISTRICT

EXHIBIT "A"

LEGAL DESCRIPTION

WEST END MORENO MDP LINE V-3

Parcel No. 4786-502

Apn: 291-050-076

In the City of Moreno Valley, County of Riverside, State of California, being that certain 26.00 foot wide Public Storm Drain Easement over a portion of Lot 1, Tract No. 35414, filed in book 457, pages 70 through 73, inclusive, of Maps, records of said county.

Containing 20,117 square feet / 0.462 acres more or less.

See Exhibit "B" attached hereto and made a part hereof.



[Signature]

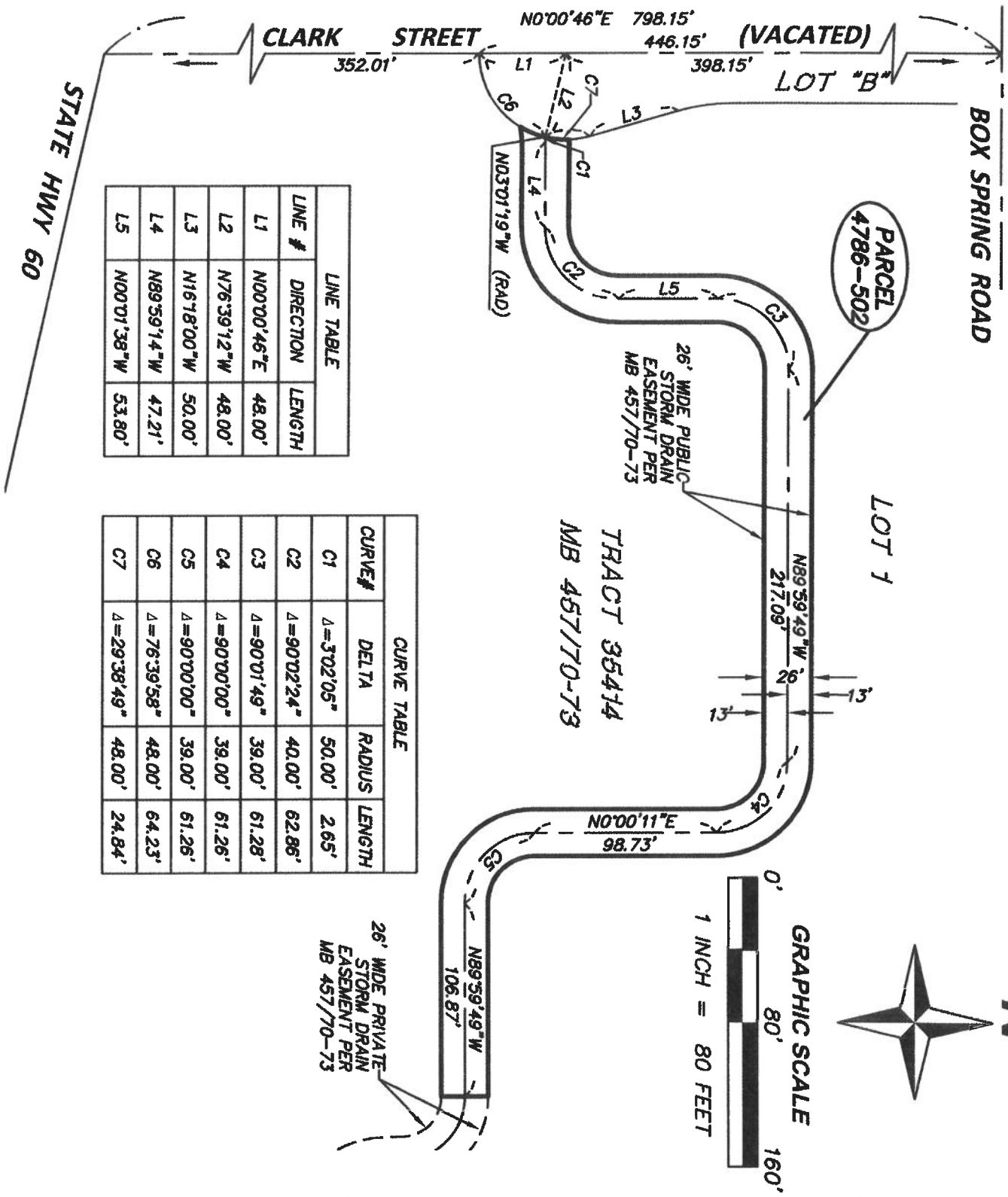
JAMES R. McNEILL

Land Surveyor No. 7752

Date: 3-17-2020

Attachment: Quitclaim Deed - Parcel 4786-502 (230205) [Revision 2] (4067 : PA15-0002 (TR 35414) - EXECUTE QUITCLAIM DEEDS)

EXHIBIT "B"



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N00°00'46"E	48.00'
L2	N76°39'12"W	48.00'
L3	N16°18'00"W	50.00'
L4	N89°59'14"W	47.21'
L5	N00°01'38"W	53.80'

CURVE TABLE			
CURVE#	DELTA	RADIUS	LENGTH
C1	Δ=3°02'05"	50.00'	2.65'
C2	Δ=90°02'24"	40.00'	62.86'
C3	Δ=90°01'49"	39.00'	61.28'
C4	Δ=90°00'00"	39.00'	61.26'
C5	Δ=90°00'00"	39.00'	61.26'
C6	Δ=76°39'58"	48.00'	64.23'
C7	Δ=29°38'49"	48.00'	24.84'

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1995 MARKET STREET, RIVERSIDE, CA. 92501

PROJECT NAME:	WEST END MORENO VALLEY MDP LINE V-3	SCALE	1" = 80'	DRAWN BY	JRR
RCFC-WCD PARCEL NUMBER(S):	4786-502	DATE	03/10/20	CHECK BY	SB
RCFC-WCD PROJECT NUMBER:	4-0-00786	SHEET NO.	1 OF 1		

Attachment: Quitclaim Deed - Parcel 4786-502 (230205) [Revision 2] (4067 : PA15-0002 (TR 35414) - EXECUTE QUITCLAIM DEEDS)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Quitclaim Deed, dated _____ from the CITY OF MORENO VALLEY ("Grantor") to RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT ("Grantee"), a body politic, is hereby accepted by the undersigned officer on behalf of the Board of Supervisors of the Riverside County Flood Control and Water Conservation District pursuant to authority conferred by Resolution No. 474 of the Board of Supervisors of said District adopted on May 12, 1961, and the Grantee consents to the recordation thereof by its duly authorized officer.

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

Date: _____

By: _____
JASON E. UHLEY
General Manager-Chief Engineer

Project: West End Moreno MDP Line V-3
Project No. 4-0-00786
APN 291-050-076
RCFC Parcel No. 4786-502

Attachment: Quitclaim Deed - Parcel 4786-502 (230205) [Revision 2] (4067 : PA15-0002 (TR 35414) - EXECUTE QUITCLAIM DEEDS)



Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: July 7, 2020

TITLE: APPROVE PROFESSIONAL CONSULTANT SERVICES AGREEMENT WITH KOA CORPORATION FOR THE ADVANCED DILEMMA ZONE DETECTION SYSTEMS AT 65 INTERSECTIONS PROJECT

RECOMMENDED ACTION

Recommendations:

1. Approve an Agreement for Professional Consultant Services with KOA Corporation, in substantial conformance with the attached, to provide construction management and inspection services in the amount of \$356,746.35 for the Advanced Dilemma Zone Detection Systems at 65 Intersections project;
2. Authorize the City Manager to execute an agreement with KOA Corporation, subject to approval by the City Attorney;
3. Authorize the issuance of a Purchase Order to KOA Corporation for the Advanced Dilemma Zone Detection Systems at 65 Intersections project in the amount of \$356,746.35, funded by Highway Safety Improvement Program grant funds; and
4. Authorize the Public Works Director/City Engineer to execute any subsequent related amendments to the Agreements for Professional Consultant Services with KOA Corporation, not to exceed the Purchase Order amounts, subject to approval by the City Attorney.

SUMMARY

This report recommends approval of an agreement for professional consultant services to provide construction management and inspection for a project to install video detection systems at multiple locations citywide. The project is fully funded by the

Highway Safety Improvement Program, with no local match.

DISCUSSION

The Highway Safety Improvement Program was established in 2005 by Federal law as a core Federal-aid program. The program's purpose is to reduce traffic fatalities and serious injuries on public roads.

On July 14, 2015, City Council approved submission of applications for three projects under the HSIP Cycle 7 Call for Projects. The project cited in this staff report was one of the three authorized by Council. The project successfully competed in that funding round.

On February 16, 2016, City Council accepted the grant and appropriated the funds to deliver the project, to be reimbursed by the State of California as the project progresses. Staff has subsequently cleared the federal environmental process and received written authorization to proceed with construction from the State.

The project will install Advanced Dilemma Zone Detection Systems (ADZDS) at 65 signalized intersections citywide. ADZDS help reduce rear-end collisions and red-light running by extending green lights while vehicles are approaching the intersection. They work by using video and/or radar to track the location and speed of approaching vehicles to avoid ending the green interval if an approaching vehicle would have difficulty deciding whether to stop or go. The Caltrans Local Roadway Safety Manual predicts ADZDS can reduce rear-end crashes by up to 40%.

The project intersections were selected based on documented collision history. The attached vicinity map depicts the project intersections. The project funding covers all phases of implementation, including planning, environmental clearance, design, procurement, installation, and contingencies. The design is currently being finalized, equipment is currently being procured, and the construction contract will be bid in the summer.

Management of the construction phase of the project requires more resources than is available on hand. The use of a construction management and inspection firm for the project is the most expedient means of delivering the project, and will ensure the grant funds are expended in the timeline allotted.

Staff issued a Request for Proposals for construction management and inspection services for this project on April 3. On April 30, three responsive proposals were received. The proposals were evaluated and scored by a three-member panel. The panel, using the procurement procedures in the City's Municipal Code, unanimously selected KOA Corporation as the best-qualified firm to provide the requested services. The consultant's compensation will be based on Cost Plus Fixed Fee in accordance with Caltrans recommendations for project-specific agreements.

Approval of the recommended actions will support Objective 4.7 of the Momentum

MoVal Strategic Plan, “Demonstrate innovative and industry leading transportation systems.”

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will allow delivery of the project in accordance with the agreed-to schedule.*
2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will result in a project delay and may result in the loss of grant funding.*

FISCAL IMPACT

The project is fully funded by Highway Safety Improvement Program funds. **There is no impact to the General Fund.**

AVAILABLE FUNDS FOR CONSTRUCTION:

Capital Projects Grants
 (Account No. 2301-70-76-80008, Project No. 808 0018-2301) \$ 3,617,664

ESTIMATED PROJECT-RELATED COSTS:

Construction management/inspection	\$357,000
Project administration*	\$ 200,000
City-Furnished Equipment**	\$ 1,086,000
Construction	\$ 969,000
Total	\$2,612,000

*—Includes inspection, plans and bidding documents review and approval, printing, and other miscellaneous costs.
 **—The equipment is the subject of a separate staff report and recommended action.

NOTIFICATION

Publication of agenda

PREPARATION OF STAFF REPORT

Prepared By:
 John Kerenyi, P.E.
 Acting City Traffic Engineer

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

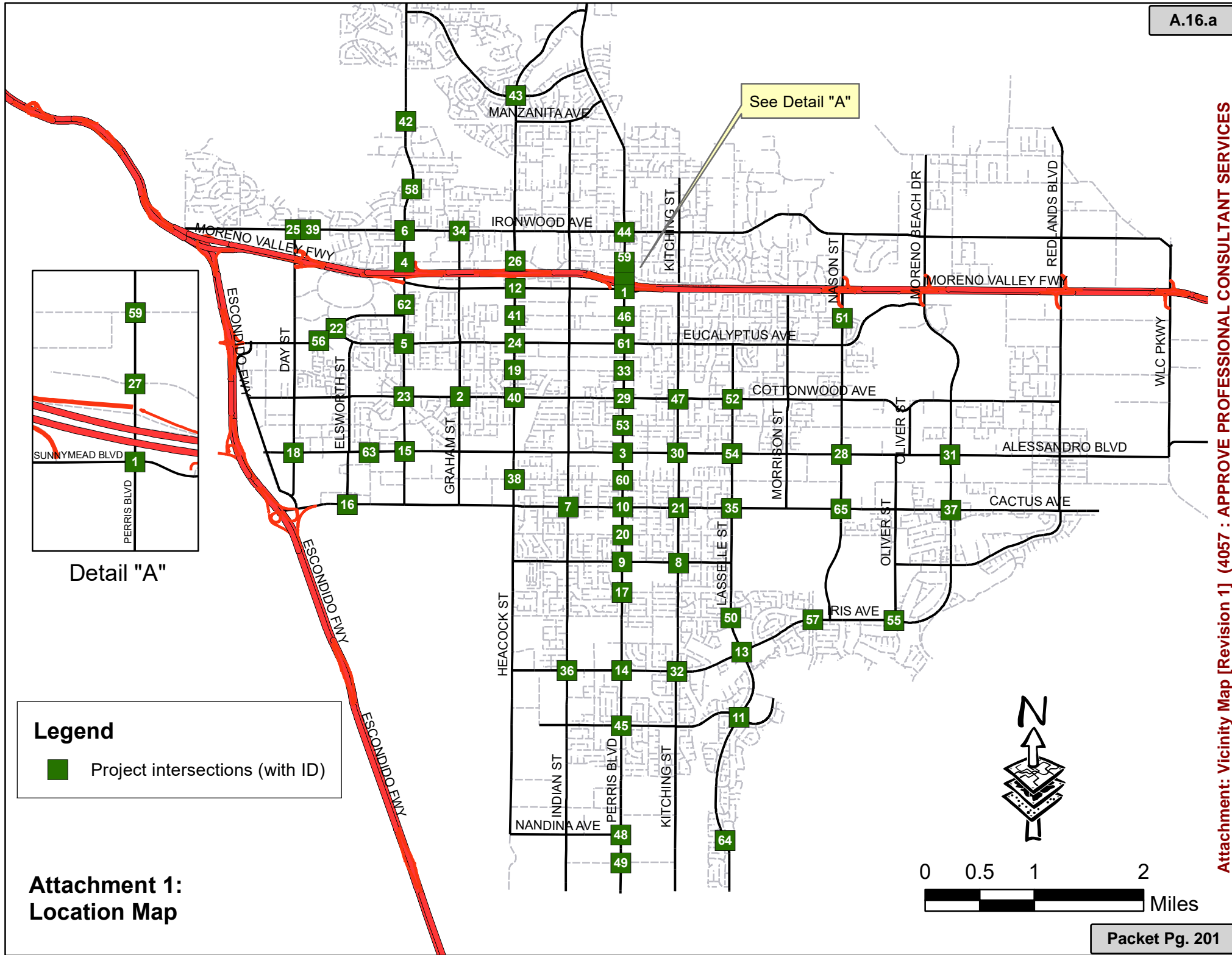
Objective 4.7: Demonstrate innovative and industry leading transportation systems.

ATTACHMENTS

- 1. Vicinity Map
- 2. Agreement

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	6/17/20 6:52 PM
City Attorney Approval	<u>✓ Approved</u>	7/01/20 4:33 PM
City Manager Approval	<u>✓ Approved</u>	7/01/20 7:17 PM



Attachment: Vicinity Map [Revision 1] (4057 : APPROVE PROFESSIONAL CONSULTANT SERVICES

Attachment 1: Location Map

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES FOR CONSTRUCTION
MANAGEMENT SERVICES FOR THE ADVANCED DILEMMA ZONE SYSTEMS AT 65
INTERSECTIONS
PROJECT NO. 808 0018
FEDERAL PROJECT NO. HSIPL-5441(068)**

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and KOA Corporation, a California corporation, hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

RECITALS

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

WHEREAS, the City has determined the Project involves the performance of professional and technical services of a temporary nature as more specifically described in Exhibit "A" (Scope of Work) hereto; and

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

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

WHEREAS, the Consultant is professionally qualified in California to perform the professional and technical services required for the Project, and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement;

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

**AGREEMENT FOR PROJECT RELATED SERVICES
PROJECT NO. 808 0018**

DESCRIPTION OF PROJECT

1. The Project is described as professional consultant services for [the Advanced Dilemma Zone Detection Systems at 65 Intersections](#), Project No. 808 0018 and Federal Project No. HSIPL-5441(068).

SCOPE OF SERVICES

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

3. The City's responsibility is described on Exhibit "C" attached hereto and incorporated herein by this reference.

PAYMENT TERMS

4. The method of payment for this AGREEMENT will be based on actual cost plus a fixed fee. The City will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds the City's approved overhead rate set forth in the Cost Proposal. In the event, that the City determines that a change to the work from that specified in the Cost Proposal and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by the City shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in herein shall not be exceeded, unless authorized by AGREEMENT amendment.

**AGREEMENT FOR PROJECT RELATED SERVICES
PROJECT NO. 808 0018**

4A. The indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT. CONSULTANT's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or AGREEMENT award.

4B. In addition to the allowable incurred costs, the City will pay CONSULTANT a fixed fee of \$29,095.49. The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.

4C. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed \$356,746.35.

4D. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

TIME FOR PERFORMANCE

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

6. The Consultant shall perform the work described on Exhibit "A" in accordance with the schedule set forth in Exhibit "B" attached hereto and incorporated by this reference.

7. This Agreement shall be effective from effective date and shall continue in full force and effect date through December 31, 2021, subject to any earlier termination in accordance with this Agreement. The services of Consultant shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement.

**AGREEMENT FOR PROJECT RELATED SERVICES
PROJECT NO. 808 0018**

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

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

SPECIAL PROVISIONS

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

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

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

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

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

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ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, Consultant agrees as follows:

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

(b) Consultant will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Consultant shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to Consultant's employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

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

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

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

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

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

This section shall survive termination or expiration of this Agreement.

15. Insurance.

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

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

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

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

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

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

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

18. (a) The Consultant shall deliver to the [Public Works Director/City Engineer](#), fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain, for its files, copies of any and all material, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement.

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

(c) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant under this Agreement, if used by the City on other work without the permission of the Consultant. Consultant acknowledges that Consultant work product produced under this agreement may be public record under State law.

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19. (a) This Agreement shall terminate without any liability of City to Consultant upon the earlier of: (i) Consultant's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against Consultant; (ii) 10 calendar days prior written notice with or without cause by City to Consultant; (iii) City's non-appropriation of funds sufficient to meet its obligations hereunder during any City fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement. The written notice shall specify the date of termination. Upon receipt of such notice, the Consultant may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the City. The City shall pay the Consultant within thirty (30) days after the date of termination for all non-objected to services performed by the Consultant in accordance herewith through the date of termination. Consultant shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.

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

(c) Upon any breach of this Agreement by Consultant, City may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. If it is determined that City

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improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

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

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

21. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant, and the Consultant's representative shall cooperate with the City in all matters regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

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

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Agreement signed by both parties.

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

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

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

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in writing.

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

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

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

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

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

26. All Plans, drawings, Specifications, reports, logs, and other documents prepared

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by the Consultant in its performance under this Agreement shall, upon completion of the project, be delivered to and be the property of the City, provided that the Consultant shall be entitled, at its own expense, to make copies thereof for its own use.

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

28. Supplementary General Provisions. (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 CONSULTANT 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.

- a) CONSULTANT shall be subject to the administrative, contractual, and legal remedies provided in the General Conditions in the event CONSULTANT violates or breaches terms of the Agreement.
- b) CITY may terminate the Agreement for cause or for convenience, and CONSULTANT may terminate the Agreement, as provided the General Conditions.

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- c) CONSULTANT 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 CONSULTANT.)
- d) CONSULTANT 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.)
- e) CONSULTANT 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).
- f) CONSULTANT 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).
- g) CONSULTANT shall observe CITY requirements and regulations pertaining to reporting included in the General Conditions.
- h) 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.
- i) 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.
- j) CONSULTANT shall provide access by the City, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized

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representatives to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

- k) CONSULTANT shall retain all required records for three years after CITY makes final payments and all other pending matters relating to the Agreement are closed.
- l) CONSULTANT 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.)
- m) CONSULTANT 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 FOLLOWS

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

City of Moreno Valley

KOA Corporation

BY: _____
Mike Lee, Interim City Manager

Date

BY: _____

Name: _____

TITLE: _____
(President or Vice President)

Date

BY: _____

Name: _____

TITLE: _____
(Corporate Secretary)

Date

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

City Attorney

Date

RECOMMENDED FOR APPROVAL:

Department Head

Date

Attachment: Agreement (4057 : APPROVE PROFESSIONAL CONSULTANT SERVICES AGREEMENT WITH KOA CORPORATION FOR THE

EXHIBIT A

Scope of Services

KOA will provide construction inspection services for installation of ADZDS systems and related civil ADA curb ramp improvements. Construction Inspection services will be conducted as directed by the City, and is expected to include the following tasks:

Plans and Specifications review: KOA routinely conducts “Constructability Reviews” of public works projects developed by other firms as well as our own projects. Our CM Division will analyze the PS&E package with a focus on the construction aspects of the contract to ensure that problem areas are mitigated before bidding, the work is clear so as to avoid ambiguities and extraneous claims, and to note areas where improvements can be made. KOA can additionally provide detailed traffic and civil engineering plan reviews if desired.

Preconstruction Meeting: KOA will conduct the preconstruction meeting in whole including preparation and review of the agenda with the City, scheduling, outreach, and conducting the meeting, preparing and distributing minutes.

Point of Contact: KOA staff will serve as the main point of contact for the construction project and between the City and the Contractor. KOA staff will be available on site during contractor working hours, and will be available as needed during other hours, including evenings and weekends.

Daily Inspection Reports: Reports will be completed in compliance with Caltrans and federal-aid requirements. Reports will include labor, equipment, materials, work conducted, issues/problems/ resolutions, and weather. The inspector will record incidents such as accidents, damage to infrastructure, and unforeseen conditions. Reports will be collected daily, and transmitted to the City weekly. Disputes and claims will be recorded and transmitted to the City. Steel will be verified in compliance with federal-aid “Buy America” provisions.

The services for construction inspection shall implement project controls in accordance with the relevant standards and specifications, including the:

- Permit Conditions
- Standard Plans and Specifications for Public Works Construction, including all supplements
- Engineered plans and specifications
- California Manual of Uniform Traffic Control Devices (MUTCD) and WATCH manual
- Standard Specifications of the Department of Transportation, State of California (Caltrans), Latest Edition, including all supplements.
- Standard Plans of the Department of Transportation, State of California (Caltrans), Latest Edition, including all supplements.

Daily Construction Site Monitoring: The inspector will monitor work site condition, safety, traffic control (MUTCD and/or WATCH manual), BMP’s, and staging. The contractor will be confronted and shall correct unacceptable work, practices and unsafe conditions. The inspector will study and become knowledgeable on the construction documents, and interpret and implement the provisions of the contract documents, soils reports, survey data, Caltrans Standard Specifications, APWA "Green Book" and the City standards. The inspector will serve

as the City's representative and liaison to the contractor and his staff. The inspector will communicate with staff for problems and issues that arise, and those needing resolution, especially in an urgent situation. We will confirm that work meets contract requirements. Unacceptable or rejected work shall be reported to the Contractor and the City. Work will be performed in a cost-effective manner, and in the interest of the City.

KOA will prepare a Daily Inspection Report and maintain a weekly Resident Engineer's Diary. We will track project progress, note weather conditions and non-work days, and prepare the Weekly Statement of Working Days report.

KOA will receive and review the Contractor submitted monthly DBE reports, verify correctness, and ensure that the correct DBE participation is being implemented on the project.

KOA will monitor and record project progress, recording quantities of work performed, and recommending monthly progress payments throughout construction.

KOA will review subcontractor request forms as needed, and recommend actions to the City as appropriate.

KOA will coordinate the delivery, storage, and pickup of City-provided ADZDS equipment.

KOA will ensure that all new work is compliant with ADA requirements, specifically including the curb ramps.

Utility Coordination: KOA will ensure that utility coordination is performed by the general contractor throughout the construction phase of the project.

Photographic Record: KOA will make a photograph record of the project site before, during, and after completion.

Material Certificates: The inspector will receive, review, approve and file material certifications (i.e. load tickets), for delivered construction materials, including traffic signal hardware, PCC, asphalt, and aggregates.

Extra Work: In the event of Contractor claims for Extra Work, KOA will receive such documents and transmit to the City for direction. For Force Account work the inspector will verify, document time and materials, equipment, and quantities, and sign daily reports. KOA will assist the City in any Extra Work and Change Order negotiations.

Special Inspection and Material Testing: KOA will coordinate with the City's designated material testing firm as needed to provide inspection of subgrade, base, concrete and traffic signal control equipment as needed. KOA will arrange for systems acceptance testing for each completed intersection, and will coordinate with the Transportation Management Center (TMC) as needed.

Employee Interviews: Contractor employees will be interviewed in compliance with federal-aid requirements.

Labor Compliance: KOA will compare employee stated wages against Certified Payroll reports and State and Federal Prevailing Wage rates to affirm compliance. KOA will perform labor interviews with construction laborers (typical one from each trade per month minimum). We will verify compliance with state and federal wage rate requirements. KOA can review submitted Certified Payroll statements as well.

KOA performs its own labor compliance reviews with our own staff. We ourselves are registered with the state of California Department of Industrial Relations as a general contractor providing Building/ Construction Inspector services, and we are subject to the same state and federal prevailing wage law requirements as any other contractor who will be working with the projects anticipated in this project assignment. KOA has provided labor compliance for all of our public works projects where we were required to do so, with tasks including conformance to prevailing wage rate requirements; apprenticeship programs; notifying and tracking corrective actions; verifying required postings, conducting employee interviews, verifying final compliance, and submittal of final report/resolutions to the client.

Submittals and Shop Drawings: KOA will receive, transmit to the City, and provide recommendation on shop drawings and submittals. However, we should note that the responsible engineer and City will need to make determinations as to a design and engineering nature. KOA will facilitate this process.

Construction Meetings: KOA staff will facilitate and attend construction meetings as needed, including meetings with Caltrans LAPM.

Contractor Invoicing and Payment: KOA will review the Contractor's payment requests and verify quantities of completed work for progress payments to the Contractor.

Closeout and Punchlist: KOA will conduct a final walkthrough inspection, develop "punchlists" of incomplete work, and follow up until all work is complete and corrected. A final inspection and recommendation of completion will be provided to the City. All files will be populated, completed, and transmitted to the City for their files and approval.

As-Built Plan: KOA will verify that the Contractor's "As-Built" plan is current and correct, and at least a monthly basis as well as track the project progress and changes on our own plan copy for comparison.

DELIVERABLES

- Constructability Review
- Daily Reports
- Incident Reports
- Direction to Contractor
- Material Certificates of Compliance
- Quantity Reports
- Employee Interviews
- Photographs
- Extra Work/ Time and Materials Records
- Special Inspection Reports
- Material Testing Reports

- Labor Compliance Review
- Submittals and Shop Drawings
- Pay Request Recommendations
- Punchlist
- Recommendation of Final Completion
- As-Built Plan

Americans with Disabilities Act (ADA) Compliance

It is imperative that the project be in compliance with ADA requirements. For this project, this would include pedestrian push buttons (if included), horizontal clearance around poles and obstructions, pavement slopes, and curb access ramp details. KOA will verify that the project is ADA compliant.

Buy America

Federal-aid provisions require that steel products are produced in the United States. KOA will verify that delivered steel products carry the appropriate Buy America certification.

Prevailing Wage Rate Staff

All of our inspection staff are W-2 employees, and are paid in accordance with prevailing wage requirements. KOA does not participate in 1099 non-employee non-prevailing wage hiring practices.

PROJECT MANAGEMENT AND CONTROL SYSTEM

KOA staff can coordinate with the City to develop an integrated cost and schedule information system to provide up to date and accurate information regarding schedule, budgets, expenditures, and change orders to KOA's Construction Managers, contractors, Caltrans, and City staff. KOA staff is familiar with Virtual Project Manager (VPM), ProCore and EDOC Document Control systems and have used them all on recent projects. These systems are easy to navigate and upload documents to so that the project parties and personnel can share information and review real time data as the project progresses. Project submittals and Requests for Information (RFI's) can be uploaded to the systems and date sensitive tracking can be placed on each item to get the proper responses back from the designer, City and Construction management team to the contractor so they can proceed with ordering the correct materials in a timely fashion in order to keep the project flowing.

The master schedule of the Project Controls System (PCS) will enable critical activities and interrelationships between the contractors, suppliers, the City, the City's Project Manager, design engineers, utility companies, and construction manager; including our sub-consultants to be monitored efficiently during the construction phase of the project. The master schedule will identify permit constraints, work area restrictions and other known work and/or coordination constraints. The master schedule will be created by the contractor, submitted and reviewed by the project team prior to approval of the schedule. Careful consideration will be placed on the historically long lead time items such as the ADZDS equipment.

The cost-monitoring element of the PCS will enable project-wide monitoring of expenditures for comparison with the original budgets and budget updates resulting from change orders processed during the life of the project. Monthly reporting will enable accurate cost forecasting at any time. Project invoices and quantity verifications can also be uploaded and tracked on the shared site as well as Change Order Requests and approved change orders. Force account work can be tracked and project cost tracking and burn rates can also be tracked via the shared site so that invited parties can review these items during the project as it moves forward.

The project files will be maintained electronically and in paper format by the KOA Construction Management team according to the Caltrans Local Assistance Procedures Manual (LAPM) for all categories that apply that can be copied to electronic devices or uploaded to the Document Control System at the end of the project and turned over to the City. We have found that maintaining clean, accurate and thorough documentation helps to sail through Caltrans Mid-Cap and final audits so that any funding is never placed in jeopardy or the city is not at risk for claims or liability.

EXHIBIT B

SCHEDULE

The Consultant shall provide services in accordance with the construction contractor's schedule.

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

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

EXHIBIT D

TERMS OF PAYMENT/CONSULTANT COST PROPOSAL

1. The Consultant's total compensation shall not exceed \$356,746.35.
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
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. Accounts Payable questions can be directed to (951) 413-3130.
4. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees,

late charges, or other penalties. The ACH Authorization Form is located at:

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

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

6. The City shall pay the Consultant for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.

EXHIBIT E

INSURANCE REQUIREMENTS

Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

Minimum Limits of Insurance

Consultant shall maintain limits of liability of not less than:

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

Attachment: Agreement (4057 : APPROVE PROFESSIONAL CONSULTANT SERVICES AGREEMENT WITH KOA CORPORATION FOR THE

4. Professional Liability (Errors and Omissions):

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

Umbrella or Excess Insurance

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

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

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

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

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

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

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

Acceptability of Insurers

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

Verification of Coverage

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



Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: July 7, 2020

TITLE: PEN18-0164 (PM 23656) – ADOPTION OF THE PROPOSED RESOLUTION FOR THE SUMMARY VACATION OF A NORTHERLY PORTION OF HEMLOCK AVENUE LOCATED WEST OF THE NORTHWESTERLY CORNER OF DAVIS STREET DEVELOPER: LCG MVBP, LLC

RECOMMENDED ACTION

Recommendations:

1. Adopt Resolution No. 2020-XX. A Resolution of the City Council of the City of Moreno Valley, California, Ordering the Summary Vacation of the northerly portion of Hemlock Avenue located west of the northwesterly corner of Davis Street.
2. Direct the City Clerk to certify said resolution and transmit a copy of the resolution to the County Recorder's office for recording.

SUMMARY

This report recommends adoption of the proposed resolution for the summary vacation of a portion of the north side of Hemlock Avenue west of Davis Street. The project applicant for PEN18-0164 requested the vacation of the small northerly portion of Hemlock Avenue, located between 31.75 and 96.14 feet west of the westerly corner with Davis Street. The vacation removes the remaining excess right-of-way that was changed as part of Parcel Map 23656 approval.

DISCUSSION

Land Development staff reviewed the developer's request for the summary vacation of a portion of the north side of Hemlock Avenue, located between 31.75 and 96.14 feet

west of the northwesterly corner with Davis Street (Attachment 1). This portion of Hemlock Avenue right-of-way was granted by the Sunnymead Orchard Tract that gave the City the right to use Hemlock Avenue for public road purposes. As part of the approval of Parcel Map 23656 in 1990, a new right-of-way easement for this segment of Hemlock Avenue was accepted by the City that superseded the location of the original Sunnymead Orchard Tract easement. The approval of Parcel Map 23656 vacated the original easement within that map's boundaries. The proposed summary vacation in this staff report would complete the vacation of the Sunnymead Orchard Tract easement for the relocated portion of Hemlock Avenue outside the map's boundaries.

Currently, all properties contiguous to this portion of Hemlock Avenue have access to local public roads. The City Council's approval to summarily vacate this portion of Hemlock Avenue would abandon all of the City's rights for public road use purposes under the original easement.

The provisions of Chapter 4, Part 3, of Division 9 of the Streets and Highways Code of the State of California, designated the "Public Streets, Highways, and Service Easements Vacation Law" allows the City to summarily vacate said easement. Section 8330 allows for summary vacation on a street that has been superseded by relocation. The easement alignment recorded with Parcel Map 23656 meets this criterion.

ALTERNATIVES

1. Approve the recommended actions as presented in this staff report. *Staff recommends this alternative as this easement is no longer needed and has been superseded by relocation of the necessary right-of-way.*
2. Do not approve the recommended actions as presented in this staff report. *Staff does not recommend this alternative as this easement would unnecessarily remain as an easement for public road purposes.*

FISCAL IMPACT

No fiscal impact

NOTIFICATION

Written notice has been given to the various utility companies. The utilities that responded have no facilities within the easement and have no objection to said vacation.

PREPARATION OF STAFF REPORT

Prepared By:
Guy Pegan, P.E.
Senior Engineer

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

Concurred By:
Michael D. Lloyd, P.E.
Engineering Division Manager/Assistant City 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

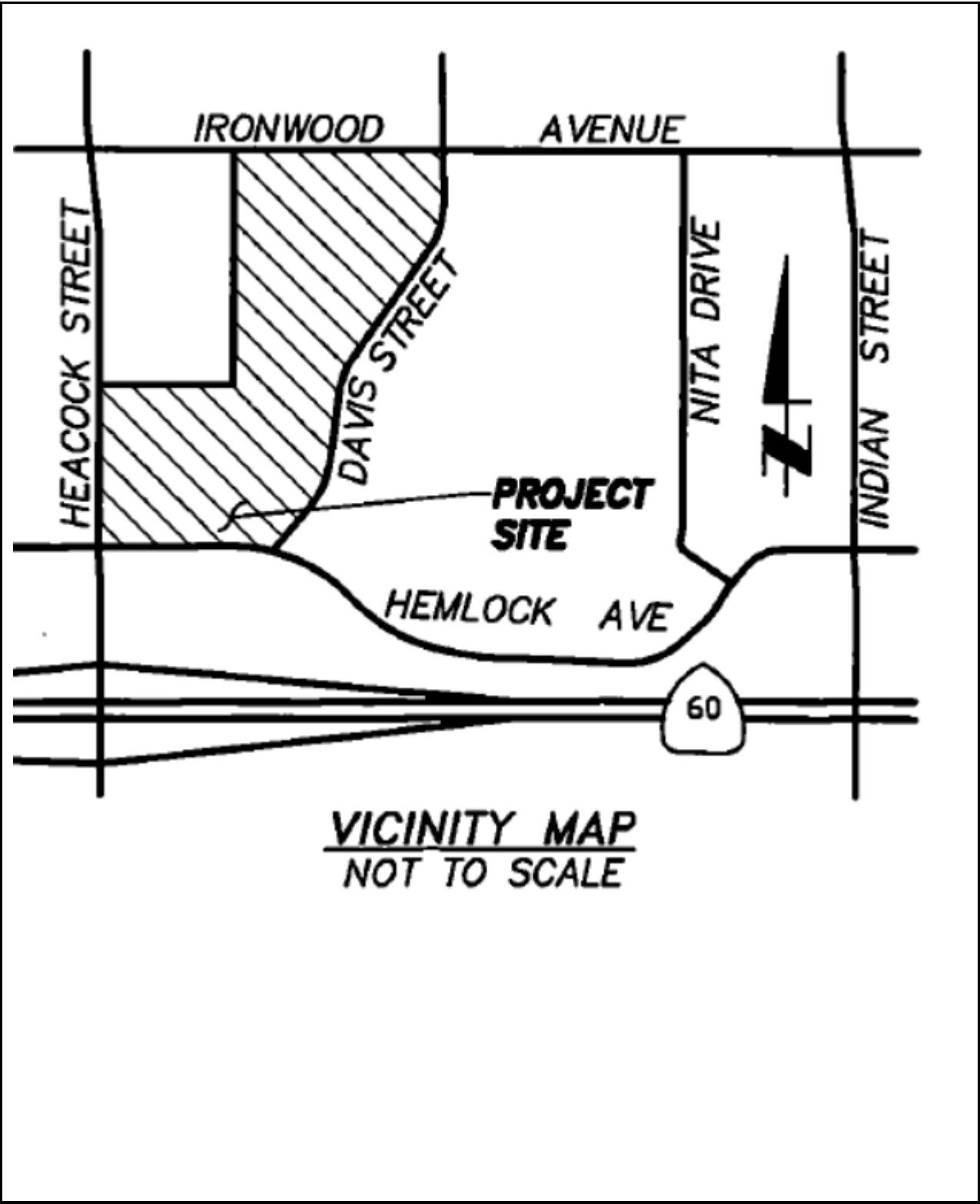
Objective 4.2: Develop and maintain a comprehensive Infrastructure Plan to invest in and deliver City infrastructure.

ATTACHMENTS

- 1. Vicinity Map - PEN18-0164 (PM 23656) - Summary Vacation
- 2. Resolution 2020-XX - PEN18-0164 (PM 23656) Summary Vacation

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	6/23/20 6:38 PM
City Attorney Approval	<u>✓ Approved</u>	6/23/20 9:42 AM
City Manager Approval	<u>✓ Approved</u>	6/24/20 3:44 PM



CITY OF MORENO VALLEY
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT

PEN18-0164 (PM 23656)
Project Site

RESOLUTION NO. 2020-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ORDERING THE SUMMARY VACATION OF THE NORTHERLY PORTION OF HEMLOCK AVENUE LOCATED WEST OF THE NORTHWESTERLY CORNER OF DAVIS STREET

WHEREAS, the City Council of the City of Moreno Valley, California, acquired a perpetual easement and right-of-way for public street purposes, including public utility and public service facilities, located on the north portion of Hemlock Avenue described in Sunnymead Orchard Tract (MB 9/17-18) of Official Records in the County of Riverside; and

WHEREAS, a portion of this right-of-way has been superseded by relocation of the public street and no longer, nor in the future will be, useful for public street purposes.

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

Section 1

That pursuant to the provisions of Chapter 4, Part 3, of Division 9 of the Streets and Highways Code of the State of California, designated the "Public Streets, Highways and Service Easements Vacation Law," the following described portion of right-of-way is summarily vacated and abandoned:

That said portion of Hemlock Avenue as described and illustrated on the plat, attached hereto and made a part hereof, marked as Exhibits "A" and "B". This summary vacation is made based upon the facts presented.

Section 2

That pursuant to the provisions of Sections 831 of Title 3 and 1112 of Title 4, Part

2, Division 2 of the California Civil Code of the State of California, title to the above-described portion of land reverts to the owners of the underlying fee thereof, free from use as an easement for public highway purposes.

Section 3

That from and after the date the resolution is recorded, the easement vacated no longer constitutes a street or public service easement.

Section 4

That the City Clerk of the City of Moreno Valley, California, shall cause a certified copy of this Resolution to be recorded in the office of the Recorder for the County of Riverside, California.

APPROVED AND ADOPTED this 7th day of July, 2020.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, 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 July, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

**EXHIBIT "A"
LEGAL DESCRIPTION
RIGHT OF WAY VACATION**

THAT PORTION OF HEMLOCK AVENUE, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF HEMLOCK AVENUE AND HEACOCK STREET, AS SAID AVENUE AND SAID STREET ARE SHOWN ON PARCEL MAP NO. 23656, AS SHOWN BY MAP ON FILE IN BOOK 163, PAGES 16 THROUGH 21, INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE ALONG THE CENTERLINE OF SAID AVENUE AND ITS EASTERLY PROLONGATION SOUTH 89°57'45" EAST, A DISTANCE OF 660.36 FEET TO THE SOUTHERLY PROLONGATION OF THE WESTERLY LINE OF PARCEL 14 OF SAID PARCEL MAP;

THENCE ALONG SAID SOUTHERLY PROLONGATION NORTH 00°05'30" EAST, A DISTANCE OF 13.52 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL, SAID CORNER BEING A POINT IN THE NORTHERLY LINE OF SAID AVENUE AND **THE POINT OF BEGINNING**;

THENCE ALONG THE WESTERLY LINE OF SAID PARCEL NORTH 00°05'30" EAST, A DISTANCE OF 16.48 FEET TO A POINT IN THE SOUTHERLY LINE OF THE NORTHERLY 10.00 FEET OF HEMLOCK AVENUE VACATED JUNE 4, 1928 BY ORDER OF THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, A CERTIFIED COPY OF WHICH WAS RECORDED JUNE 7, 1928 IN BOOK 768, PAGE 387 OF DEEDS, IN THE OFFICE OF COUNTY RECORDER OF SAID COUNTY, SAID SOUTHERLY LINE BEING PARALLEL WITH AND DISTANT 30.00 FEET NORTHERLY, MEASURED AT RIGHT ANGLES, FROM SAID CENTERLINE AND ITS EASTERLY PROLONGATION;

THENCE ALONG SAID PARALLEL LINE NORTH 89°57'45" WEST, A DISTANCE OF 62.23 FEET TO A POINT IN SAID NORTHERLY LINE OF HEMLOCK AVENUE, SAID POINT BEING THE MOST EASTERLY CORNER OF THAT CERTAIN PORTION OF LOT 8 IN BLOCK 2 OF THE SUNNYMEAD ORCHARD TRACT, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 17 OF MAPS, RECORDS OF SAID COUNTY, DEDICATED TO THE CITY OF MORENO VALLEY BY GRANT OF EASEMENT RECORDED OCTOBER 30, 1989, AS INSTRUMENT NO. 375820, OFFICIAL RECORDS OF SAID COUNTY, ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 644.00 FEET, A LINE RADIAL TO SAID BEGINNING OF CURVE BEARS NORTH 12°00'22" EAST;

THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 64.39 FEET, THROUGH A CENTRAL ANGLE OF 05°43'42" **TO THE POINT OF BEGINNING**.

CONTAINING 478 SQUARE FEET MORE OR LESS.

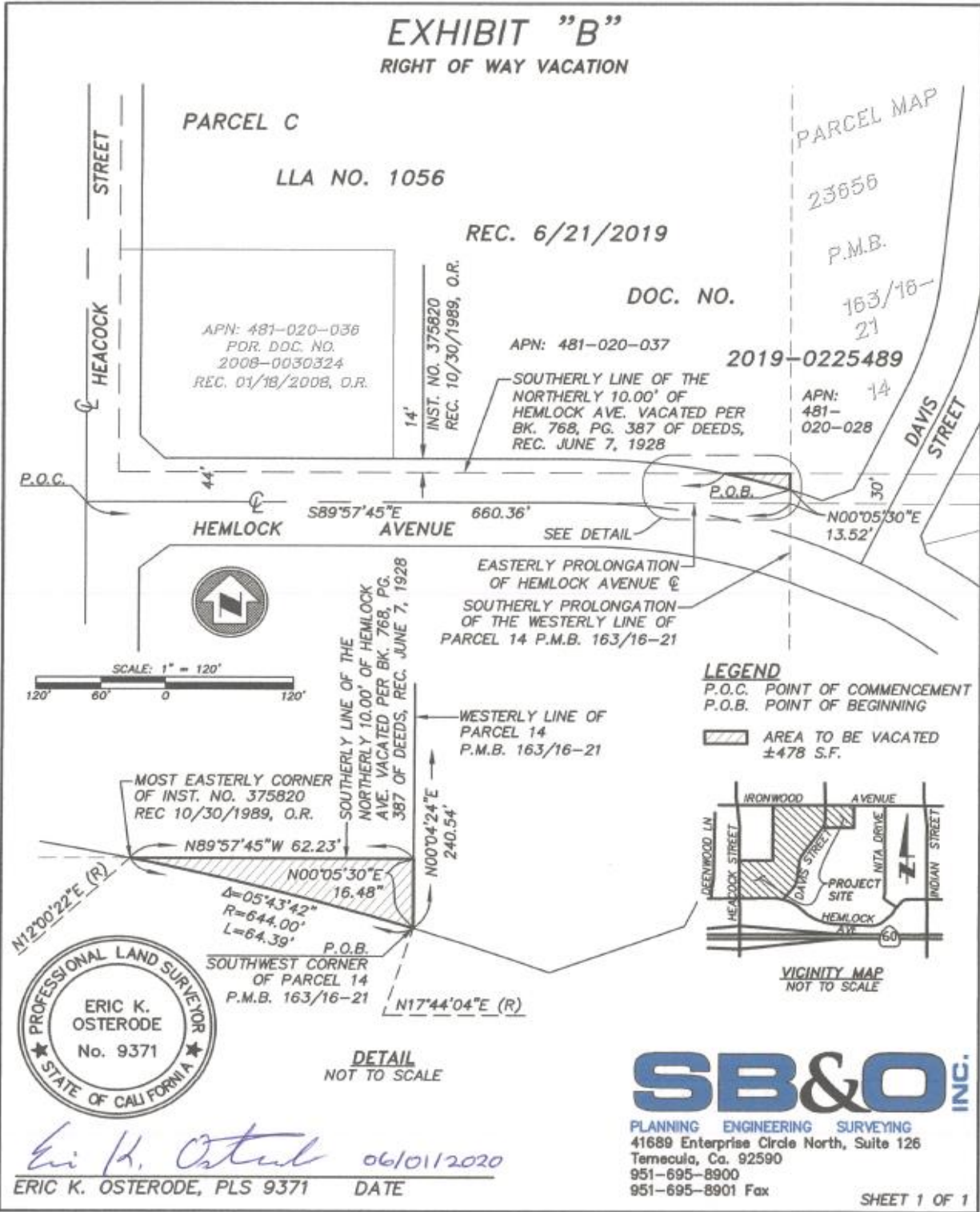
THIS DESCRIPTION ALSO BEING SHOWN ON THE ATTACHED EXHIBIT "B" AND THEREBY BEING MADE A PART HEREOF.

THIS LEGAL DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.

Eric K. Osterode
ERIC K. OSTERODE, PLS 9371

06/01/2020
DATE





Attachment: Resolution 2020-XX - PEN18-0164 (PM 23656) Summary Vacation (3987 : PEN18-0164 (PM 23656) - ADOPTION OF THE PROPOSED



Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: July 7, 2020

TITLE: AUTHORIZATION TO AWARD BID FOR THE FURNISHING OF ADVANCED DILEMMA ZONE DETECTION SYSTEMS TO ITERIS INC. (PROJECTS 808 0018 AND 808 0026)

RECOMMENDED ACTION

Recommendations:

1. Award the bid to Iteris, Inc., 1700 Carnegie Avenue, Suite 100, Santa Ana, CA 92705 the lowest responsive and responsible bidder, for the purchase of Advanced Dilemma Zone Detection Systems; and
2. Authorize the issuance of a Purchase Order to Iteris, Inc. in the amount of \$1,185,712.25 for the purchase of Advanced Dilemma Zone Detection Systems, funded by Highway Safety Improvement Program grants.

SUMMARY

This report requests authorization to purchase Advanced Dilemma Zone Detection Systems for two grant-funded Capital Improvement Program (CIP) projects. The equipment will be received, tested, configured, and supplied to the Contractor for installation as part of their work.

DISCUSSION

The Highway Safety Improvement Program was established in 2005 by Federal law as a core Federal-aid program. The program's purpose is to reduce traffic fatalities and serious injuries on public roads.

On July 14, 2015, City Council approved submission of applications for three projects under the HSIP Cycle 7 Call for Projects. The project cited in this staff report was one of

the three authorized by Council. The project successfully competed in that funding round.

On February 16, 2016, City Council accepted the grant and appropriated the funds to deliver the project, to be reimbursed by the State of California as the project progresses. Staff has subsequently cleared the federal environmental process and received written authorization to proceed with construction from the State.

The project will install Advanced Dilemma Zone Detection Systems (ADZDS) at 65 signalized intersections citywide. ADZDS help reduce rear-end collisions and red-light running by extending green lights while vehicles are approaching the intersection. They work by using video and/or radar to track the location and speed of approaching vehicles to avoid ending the green interval if an approaching vehicle would have difficulty deciding whether to stop or go. The Caltrans Local Roadway Safety Manual predicts ADZDS can reduce rear-end crashes by up to 40%.

The project intersections were selected based on documented collision history. The attached vicinity map depicts the project intersections. The project funding covers all phases of implementation, including planning, environmental clearance, design, procurement, installation, and contingencies. The design is currently being finalized, and the construction contract will be bid in the summer.

Staff conducted a public bid for the traffic control equipment using a Request for Quotes (RFQ) process. The RFQ was advertised on PlanetBids, the City’s online bidding portal, from May 20 to June 10, 2020. The engineer’s estimate was \$1.5 million. Two bids were received:

Bidder	Bid Amount
Iteris, Inc.	\$1,085,511.21
Econolite	\$1,183,335.28

The bids include taxes and shipping. Iteris has met the requirements of the RFQ and is the lowest responsive and responsible bidder. Staff recommends issuing a purchase order to Iteris Inc. for the equipment purchase.

In addition to the detection systems for the above identified CIP project, staff recommends the purchase of six additional systems for the South Lasselle Street Safety Corridor project. This project is also funded by the Highway Safety Improvement Program and requires Advanced Dilemma Zone Detection Systems. Because Iteris’ product is also suitable for the Lasselle Street project, staff recommends awarding the units for the Lasselle Street project at this time as the bid pricing received is fair and reasonable. The Lasselle Street project can be advanced to construction more quickly by purchasing the equipment now.

This bid continues the City’s successful approach to delivering technology projects, which separates the materials procurement from the construction. By competitively bidding materials, the City saved several hundred thousand dollars in material cost

compared to unit prices previously being paid for similar items.

Approval of the recommended actions will support Objective 4.9 of the Momentum MoVal Strategic Plan, “Expand upon existing Intelligent Transportation Systems.”

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will provide for the timely completion of the listed projects, thereby improving mobility and incident response for Moreno Valley’s constituents.*

2. Do not approve staff’s recommended actions. *This alternative will delay project delivery and potentially jeopardize project grant funding.*

FISCAL IMPACT

The project is fully funded by Highway Safety Improvement Program funds. **There is no impact to the General Fund.**

<u>Funding Source/Project Name</u>	<u>Account Number Project Number</u>	<u>Amount</u>
Advanced Dilemma Zone Detection at Certain Intersections	2301-70-76-80008-720199 808 0018-2301-06	\$1,085,511.21
South Lasselle Street Safety Corridor	2301-70-76-80008-720199 808 0026-2301-06	\$100,201.04
Total:		1,185,712.25

AVAILABLE FUNDS FOR CONSTRUCTION (both projects):

Capital Projects Grants
 (Account No. 2301-70-76-80008, Project No. 808 0018-2301) \$ 3,971,000
 (Account No. 2301-70-76-80008, Project No. 808 0026-2301) \$ 350,000
 Total \$4,321,000

ESTIMATED PROJECT-RELATED COSTS (both projects):

Construction management/inspection \$407,000
 Project administration* \$235,000
 City-Furnished Equipment..... \$1,186,000
 Construction \$1,342,000
 Total \$3,170,000

*—Includes inspection, plans and bidding documents review and approval, printing, and other miscellaneous costs.

NOTIFICATION

Publication of agenda

PREPARATION OF STAFF REPORT

Prepared By:
John Kerenyi, P.E.
Acting City Traffic Engineer

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

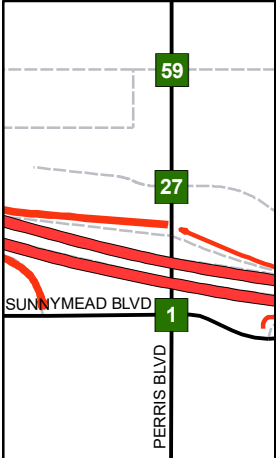
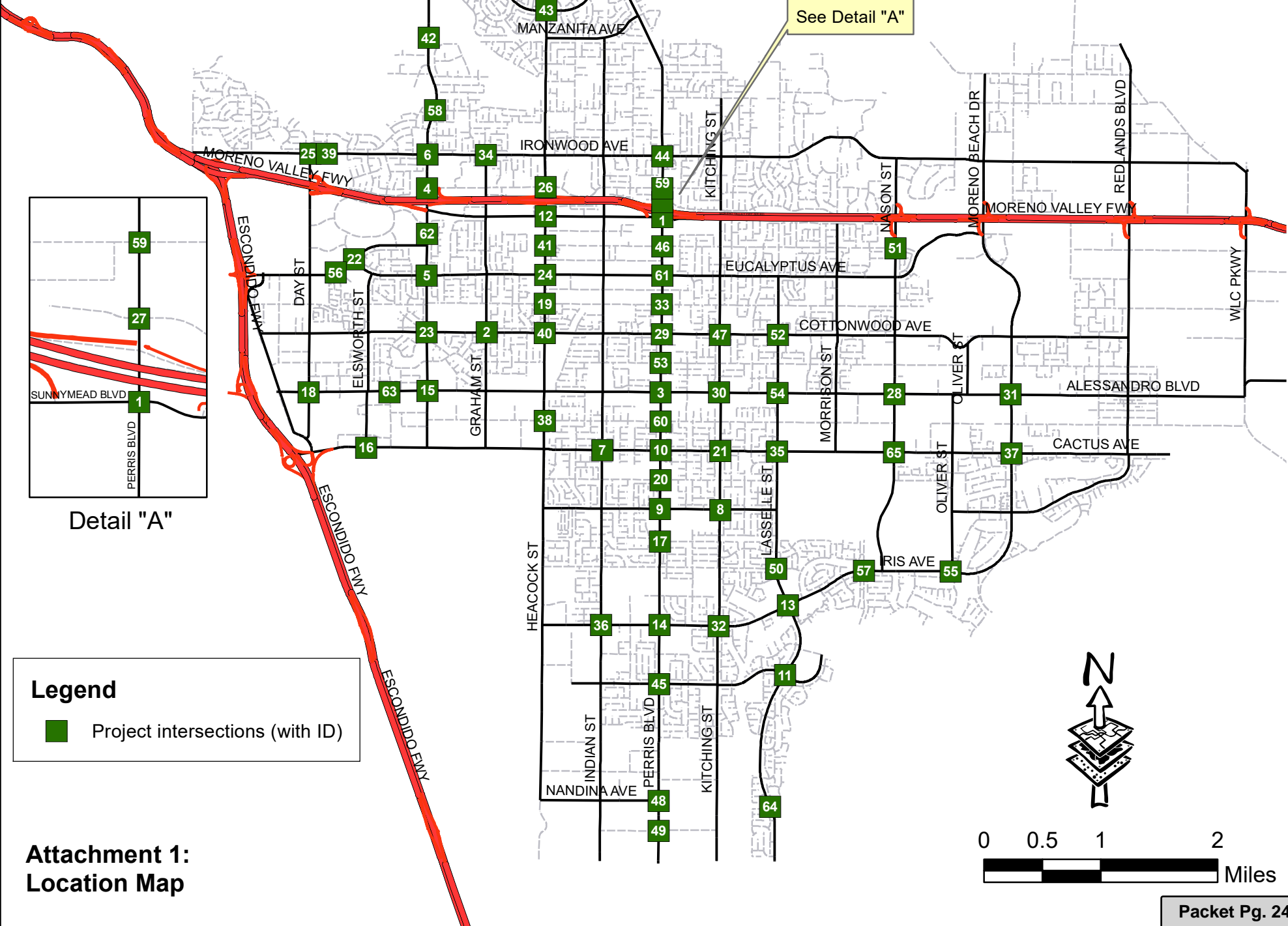
Objective 4.9: Expand upon existing Intelligent Transportation Systems.

ATTACHMENTS

- 1. Vicinity Map

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	6/17/20 6:51 PM
City Attorney Approval	<u>✓ Approved</u>	7/01/20 5:25 PM
City Manager Approval	<u>✓ Approved</u>	7/02/20 3:41 PM

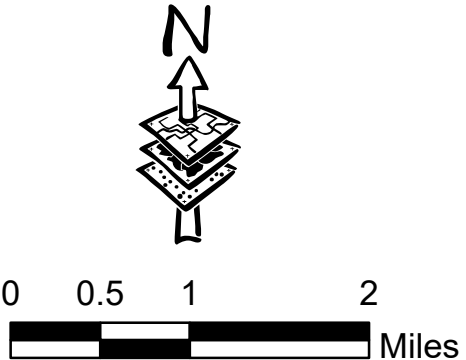


Detail "A"

Legend

- Project intersections (with ID)

**Attachment 1:
Location Map**



Attachment: Vicinity Map [Revision 1] (4082 : AUTHORIZATION TO AWARD BID FOR THE FURNISHING



Report to City Council

TO: Mayor and City Council

FROM: Manuel A. Mancha, Community Development Director

AGENDA DATE: July 7, 2020

TITLE: APPROVE AGREEMENT WITH PERMITROCKET SOFTWARE, LLC, DBA EPERMITHUB, FOR ELECTRONIC PLAN CHECK SOFTWARE SOLUTION, ANNUAL SUBSCRIPTION LICENSING, AND PROFESSIONAL SERVICES

RECOMMENDED ACTION

Recommendations:

1. Approve the agreement with PermitRocket Software, LLC, dba ePermitHub, for electronic plan check software solution, annual subscription licensing, and professional services in an amount not-to-exceed \$208,516.70 and authorize the City Manager, or his designee, to execute the agreement and any subsequent amendments, subject to the approval of the City Attorney, in accordance with approved terms of the agreement.
2. Authorize the Purchasing Manager, or her designee, to approve a purchase order, using funds from the State Bill (SB) 2 Planning Grant, to PermitRocket Software, LLC, dba ePermitHub, in accordance with approved terms of the agreement.
3. Authorize the Chief Financial Officer, or his designee, to make any necessary budget adjustments as recommended in this report.

SUMMARY

This report recommends approval of a three-year agreement with PermitRocket Software, LLC, dba ePermitHub, in the not-to-exceed amount of \$208,516.70 to provide electronic plan check software solution, annual subscription licensing, and professional services. After demonstrations of three products, ePermitHub benefits the City by operating as a seamless, direct plugin solution for City's Development Services

Platform, Accela Civic Platform/Accela Citizen Access.

Utilizing enacted emergency procurement process (adopted Emergency Operations Resolutions at the April 7, 2020, City Council Meeting, item A14), emergency procurement and implementation will avoid handling hard copies of submitted plans and exposure to people in the COVID-19 environment, reducing trips to City Hall, and enhancing and improving health and safety of both public and staff.

There will be no funding impact on the General Fund. Funding for implementation costs and years one (1) through three (3) licensing costs are fully reimbursable by the State Bill (SB) 2 Planning Grants Program approved by the City Council at its November 5, 2019, meeting (Item A10).

DISCUSSION

On March 16, 2015, the City entered into a Services Agreement with Accela, Inc. for development services related software. Nine divisions were involved with Accela Civic Platform/Accela Citizen Access (ACP/ACA) implementation and continue to utilize the solution daily. Electronic plan review was established as a goal early on during implementation. The technology and tools offered have advanced significantly making it a viable solution to better serve today's development needs.

Beginning in December 2018, four (4) potential solutions were identified for further evaluation/discussion to determine the available electronic plan check tools that would benefit the City and its customers.

The various products evaluated were:

- DigEPlan
- e-PlanSoft
- e-PermitHub
- ProjectDox

Each of the solutions provided similar electronic plan check features and functionality expected in modern plan check software. Further, electronic plan check also provides:

- Streamlining of internal routing process across all Development Services Departments/Divisions;
- Automated online plan check tools for measurements and sheet versioning;
- Creation and tracking of comment or correction lists;
- Streamlining and facilitating plan check corrections and resubmittals.

In addition to providing the tools above, ePermitHub was identified to be the only direct plugin solution for ACP/ACA. Only minimal user training is required to learn the specific plan check tools. The direct plugin is a completely integrated enhancement tool that allows City staff to operate entirely within the existing ACP system.

The proposed agreement includes an initial three-year term. The costs for years two and three are estimates since the final amounts will be based on prior year's project

volume. An Amendment to the agreement will memorialize the final amounts for years two and three. The agreement also includes a City option for two additional years, for a total of five, should the City execute said options. The costs are broken down as follows:

Implementation and Professional Service Fees	\$ 54,780
Subscription Fees	
1 st Term	\$ 39,340.14
2 nd Term *	\$ 45,639.00
3 rd Term *	\$ 54,781.50
Subscription Subtotal	\$ 139,760.64
Subscription Contingency (10%)	\$ 13,976.06
Total	\$208,516.70

* 2nd and 3rd Terms are estimates. Term actuals will be adjusted based on prior year's project volume and will become Amendments, subject to City approval

ALTERNATIVES

1. Approve the agreement with PermitRocket Software, LLC, dba ePermitHub, for electronic plan check software solution, authorize the City Manager, or his designee, to execute the agreement and any subsequent amendments, subject to the approval of the City Attorney, and authorize the Purchasing Manager, or her designee, to approve a purchase order to PermitRocket Software, LLC, dba ePermitHub, in accordance with approved terms of the Agreement. *This alternate is recommended by staff to achieve professional and timely development services, and enhancing and improving health and safety of both public and staff.*
2. Do not approve the Agreement with PermitRocket Software, LLC, dba ePermitHub, for electronic plan check software solution. *This alternative is not recommended by staff and would impact efficiency for staff and customers on development projects.*

FISCAL IMPACT

There is no additional impact to the General Fund.

Funding for implementation costs and years one (1) through three (3) licensing costs are fully reimbursable by the State Bill (SB) 2 Planning Grants Program 2300-20-27-72203-620299 approved by the City Council at its November 5, 2019, meeting (Item A10). No additional funding is being requested at this time.

NOTIFICATION

Publication of the Agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Julia Descoteaux
Associate Planner

Department Head Approval:
Manuel A. Mancha
Community Development Director

Concurred By:
Steve Hargis
Strategic Initiatives Manager

CITY COUNCIL GOALS

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

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

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. Moreno Valley, CA-ePermitHub Subscription Agreement 20200707

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	6/29/20 5:51 PM
City Attorney Approval	<u>✓ Approved</u>	7/01/20 5:42 PM
City Manager Approval	<u>✓ Approved</u>	7/01/20 6:25 PM

SOFTWARE SUBSCRIPTION SERVICE AGREEMENT

This Software Subscription Service Agreement (“Agreement”) is entered into on this day (the “Effective Date”) between PermitRocket Software LLC (“Company” - dba “ePermitHub”) with a legal notice address of 11767 S Dixie Hwy. #295, Miami, FL 33156, and City of Moreno Valley, CA (“Customer”) with a legal notice address of City Attorney’s Office at 14177 Frederick St., Moreno Valley, CA 92552. This Agreement includes and incorporates the attached Subscription Terms and Conditions, as well as the below Exhibit A (“Order Form”) Form and other Exhibits, and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date set forth below.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the last date set forth below by the undersigned authorized representatives of the parties, intending thereby to be legally bound.

[CUSTOMER]		[PERMITROCKET SOFTWARE LLC]	
By:		By:	
Name:	Mike Lee	Name:	Maykel Martin
Title:	City Manager	Title:	President
Date:		Date:	

SOFTWARE SUBSCRIPTION TERMS AND CONDITIONS

1. SUBSCRIPTION SERVICES AND SUPPORT

1.1 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services in accordance with the Service Level Terms attached hereto as Exhibit C (“Service Level Terms”). As part of the registration process, Customer will identify an administrative username and password for Customer’s Company account. Subject to the limitations of Section 2, Customer may authorize access to the Subscribed Services by creating an unlimited number of unique usernames and passwords (“Logins”). Company reserves the right to refuse registration of or cancel passwords it deems inappropriate.

1.2 Initial Service Term includes cutover checklist development and 2-business days remote Go-Live Support Services in the Production environment for City staff and customer daily use (including after-hours & weekends). If required, additional Go-Live Support, including on-site support will be made available through a separate Statement of Work and will be charged separately at Company’s then-current time-and-materials rates.

1.3 Support Terms: Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the terms set forth in Exhibit D (“Technical Support Terms”).

1.4 The following are not covered by support terms of Exhibit D (“Technical Support Terms”), but may be separately available at rates and on terms which may vary from

those described herein: a) Services required due to misuse of the Subscribed Services; b) Services required by Customer to be performed by Company outside of Company’s usual working hours; c) Services required due to external factors including, but not necessarily limited to, customizations, or modifications not developed or authorized by Customer, Customer’s use of software or hardware not authorized by Company; or d) Services required to resolve or work-around conditions which cannot be reproduced in Company’s support environment.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services (“Software”); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for time-sharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels. With respect to any Software that is distributed or provided to Customer for use on Customer premises or devices, Company hereby grants Customer a non-exclusive, non-transferable, non-sublicensable license to use such Software during the Term only in connection with the Services.

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2.2 Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are “commercial items” and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be “commercial computer software” and “commercial computer software documentation.” Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

2.3 Customer represents, covenants and warrants that Customer will use the Services only in compliance with Company’s standard published policies, which are found at <http://bit.ly/permitrocketsupportpolicy> & <http://bit.ly/permitrocketdataprivacy>, then in effect (the “Policy”) and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements, and expenses (including without limitation costs and attorney’s fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer’s use of Services. Although Company has no obligation to monitor Customer’s use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing, with the provision of notice to Company with a description of the violation.

2.4 Where applicable, the Subscribed Services will be hosted by Company at a physically secure commercial third-party hosting facility. Company will perform system administration duties as required to maintain the service levels described in Exhibit C (“Service Level Terms”) and to facilitate the timely restoration of Customer’s data and operations, if necessary, following unanticipated interruptions of the Subscribed Services. Company will implement suitable network security measures to minimize the likelihood of unanticipated interruptions of the Subscribed Services.

2.5 With respect to any Software that is distributed or provided to Customer for use on Customer premises or devices, Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, “Equipment”). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer’s knowledge or consent and Customer releases Company from

any liability for claims relating to its obligations under the Section.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the “Receiving Party”) understands that the other party (the “Disclosing Party”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “Proprietary Information” of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality, and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services (“Customer Data”). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in the performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without the use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

3.2 Customer shall own all right, title and interest in and to the Customer Data. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Professional Services or support, and (c) all intellectual property rights related to any of the foregoing.

3.3 Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified forms in connection with its business] No rights or licenses are granted except as expressly set forth herein.

4. PAYMENT OF FEES

4.1 Customer will pay Company the then applicable fees described in Exhibit A (“Order Form”) for the Software Subscription Services and Professional Services in accordance with the terms therein (the “Fees”). The minimum annual Software Subscription Fee is \$20,000. The initial Software Subscription Service Fee is invoiced on Agreement effective date. Subsequent annual Software Subscriptions are

due on the anniversary of the Go-Live date. Professional Service Fees are invoiced according to the Payment Terms found in Exhibit E ("Statement of Work"). If Customer's use of the Services exceeds the Project Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided in Exhibit B ("Pricing Guide") hereto. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). Any price increase will be capped at 7% for the renewed Services and will be effective at the start of the renewal term. If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to the Company's customer support department.

4.2 Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company according to the Payment Terms in the Order Form. If Customer is exempt from certain taxes, Customer will provide Company with an appropriate certificate of exemption. Otherwise, Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on the Company's net income.

4.3 Customer is responsible for keeping Company accurately informed of Customer's billing and contact information and all requirements, including but limited to purchase order reference. If any Fees are not received from Customer by the due date, they will accrue interest at the rate of one and a half percent (1.5%) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower. If any amount owing by Customer under this Agreement for any of the Services is thirty (30) or more days overdue, Company may, without limiting Company's other rights and remedies, accelerate Customer's unpaid fee obligations under this Agreement (including any Order Form or Statement of Work) so that all such obligations become immediately due and payable, suspend the Subscription Service and/or stop performance of the Professional Services until such amounts are paid in full.

5. TERM AND TERMINATION

5.1 Subject to earlier termination as provided below, this Agreement is for the Initial Subscription Service Term as specified in the Order Form and may be renewed for additional periods of the same duration as the Initial Subscription Service Term (collectively, the "Term") on the written agreement of both parties with a signed renewal Order Form.

5.2 Professional Services Terms at Exhibit E ("Statement of Work") will commence on the date listed in the first Order Form or Statement of Work and continue for the period designated in such Order Form or Statement of Work. The term of the Professional Services Terms will be

automatically extended to the last date specified in all Statement of Works and Professional Services Orders issued by Company.

5.3 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or immediately in the case of violation of Section 2 or for nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement and fails to cure the breach during the notice period. Customer will pay in full for the Subscribed Services up to and including the last day on which the Services are provided. Upon any termination, and assuming Company is hosting database portion of the software, Company will make all Customer Data available to Customer for electronic retrieval via a Microsoft SQL Server database export for a period of thirty (30) days, but thereafter Company may, but is not obligated to, delete stored Customer Data. All sections of this Agreement, which by their nature, remain applicable after termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with generally recognized commercial practices and standards for similar services to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Professional Services with personnel who have the necessary general skills, knowledge, and experience with generally recognized practices and standards. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND PROFESSIONAL SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. INDEMNITY

7.1 Company shall hold Customer harmless from liability to third parties resulting from infringement by the Services of any United States patent or any copyright or misappropriation of any trade secret, provided Company is promptly notified of any and all threats, claims, and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Company will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Services (i) not supplied by Company, (ii) made in whole or in part in accordance with Customer direction or specifications, (iii) that are modified

after delivery by Company, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the Services resulting in the claim, is not in accordance with this Agreement. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Company to be infringing, Company may, at its option and expense (a) replace or modify the Services to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Services, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer payment of an amount equal to any prepaid, unused fees for the Services.

7.2 Customer will defend, indemnify and hold harmless Company, its officers, directors, employees and subcontractors, from and against any liabilities, losses, damages and expenses, including court costs and reasonable attorneys' fees, arising out of or in connection with any third-party claim that: (i) a third party has suffered injury, damage or loss resulting from Customer's or any End User's access or use of the Service (other than any claim for which Company is responsible under Section 7.2); or (ii) Customer or any End User has used the Service in a manner that violates these Terms or applicable law. Customer's obligations under this Section 7.1 are contingent upon: (a) Company providing Customer with prompt written notice of such claim; (b) Company providing reasonable cooperation to Customer, at Customer's expense, in defense and settlement of such claim; and (c) Customer having sole authority to defend or settle such claim.

8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. ADDITIONAL CUSTOMER TERMS

Any terms and conditions required by Customer under the applicable statute, judicial order or agency policy will be as stated in this Section 9 (the "Additional Customer Terms"). Alternatively, the Parties may set forth Additional Customer Terms at Exhibit F ("Additional Customer Terms") to this Agreement as warranted under the circumstances. Notwithstanding anything to the contrary in Section 10, the Additional Customer Terms will govern over the body of this Agreement in the event of a direct conflict of terms. In the absence of any inclusion of Additional Customer Terms in this Section 9 or at Exhibit F, the parties agree that no additional contractual obligations are intended in respect of the Services provided hereunder.

10. GENERAL

(i) The parties acknowledge that the terms of each of the Exhibits to this Agreement (inclusive of any supplements or attachments thereto), including, but not limited to, the disclaimers, limitations of liability, and other general provisions thereof, are incorporated into and form a part of this Agreement. In the event of a direct conflict between the body of this Agreement and the terms of the Exhibits hereto, the terms in the body of this Agreement will govern. (ii) Each party specifies its address set forth above for receipt of notices under this Agreement. Notice is effective: (i) when delivered personally; (ii) three business days after sent by certified mail; (iii) on the business day after sent by a nationally recognized courier service; or (iv) on the business day after sent by email to legal@epermithub.com, provided that electronic confirmation is sent by recipient and received by the sender. A party may change its notice address by giving notice in accordance with this section. (iii) This Agreement may be signed in one or more identical counterparts, each of which will be an original, but all of which together will constitute one instrument. (iv) If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. (v) This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company may assign this Agreement to an affiliate or to a successor entity in the event of a merger, acquisition, or sale of all or substantially all its assets. Any such successor entity shall agree in writing to be bound by the terms of this Agreement. (vi) This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. (vii) In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorney's fees. All notices under this Agreement will be in writing and will be deemed to have been

duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified

or registered mail, return receipt requested. (viii) This Agreement shall be governed by the laws of the State of CA without regard to its conflict of law's provisions.

Attachment: Moreno Valley, CA-ePermitHub Subscription Agreement 20200707 (4087 : APPROVE AGREEMENT WITH PERMITROCKET

EXHIBIT A: EPERMITHUB INITIAL TERM ORDER FORM (“ORDER FORM”)

Customer:	Moreno Valley, CA		Date:	07/		PO #	TBD	
Software Service:	ePermitHub Digital Plan Room Subscription Software Service					Service Terms:	[3] Terms with option for [2] additional Terms	
Total Software Service Term Fee:	\$39,340.14	per 12-month term, payable in advance, subject to the Project Capacity, and the terms of Section 4 and Exhibit B of the Software Subscription Service Agreement attached hereto.						
Plan Review Project Volume:	Basic: 250	Fees by Project Type:		Basic: \$16.40 Basic: \$4,100.00				
Software Service Capacity:	Iterative: 923	Per Project Price:	Iterative: \$38.18	Iterative: \$	Iterative: \$35,240.14			
Project Capacity:	Software Service capped at above listed Plan Review Project Volume during the Service Term, subject to the terms of Section 4 and Exhibit B of the Software Subscription Service Agreement attached hereto.							
Professional Services Fee (one-time):	\$54,780.00	Professional Services:	Company will provide Customer Professional Services as described in a Statement of Work attached hereto as Exhibit E, and Customer shall pay Company Professional Fee subject to Payment Terms in Exhibit E.					
Payment Method:	Check	Billing Method:	Email	Payment Terms:	Net 30			
Billing Information:				Delivery Information:				
Address:	Moreno Valley, CA City Hall		Address:	Moreno Valley, CA City Hall				
	14177 Frederick St.			14177 Frederick St.				
Contact:	Moreno Valley, CA 92552		Contact:	Moreno Valley, CA 92552				
Contact:	Accounts Payable Supervisor		Contact:	Kimberlee Krueger				
Phone:	(951) 413-3021		Phone:	(951) 413.3428				
Email:	accountspayable@moval.org		Email:	kimk@moval.org				

Additional Order Form Terms:

- This Order Form is governed by the attached applicable Software Subscription Service Agreement.
- This Order Form includes an additional per project discount of 15% that is applied to the each of the three [3] 12-month Service Terms in addition to applicable volume discounts. In addition, if Customer choses to extend for optional [2] years, the additional 15% discount will also apply.
- Payment obligations hereunder are non-cancelable and any sums, when paid, shall be non-refundable, except as provided in the Subscription Service Agreement.
- If Customer requires additional on-site assistance, a separate estimate and Statement of Work will be provided.
- If this Order Form is executed and/or returned to Company by Customer after the Order Date above, Company may adjust the Order Start Date and Order End Date without increasing the total price based on the date Company activates the products and provided that the total term length does not change.
- Annual Subscription fees do not include hardware or equipment. Please contact your selected hardware vendor for additional hardware or software costs.
- Notwithstanding anything to the contrary in Exhibit B, the +/- Project Debit/Credit Cap is 30% for the Service

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Terms indicated in this Exhibit A.

- For the total number of Services Terms of this contract, Basic and Iterative Project volume discount pricing schedules are as follows:

BASIC PROJECT VOLUME DISCOUNT TABLE				ITERATIVE PROJECT VOLUME DISCOUNT TABLE			
Band #	Project Range per Band		Per Project Price	Band #	Project Range per Band		Per Project Price
1	1	249	\$19.99	1	1	249	\$49.99
2	250	499	\$19.29	2	250	499	\$48.24
3	500	749	\$18.62	3	500	749	\$46.55
4	750	999	\$17.96	4	750	999	\$44.92
5	1,000	1,749	\$17.29	5	1,000	1,749	\$43.24
6	1,750	2,499	\$16.64	6	1,750	2,499	\$41.62
7	2,500	3,249	\$16.02	7	2,500	3,249	\$40.06
8	3,250	3,999	\$15.42	8	3,250	3,999	\$38.55
9	4,000	5,749	\$14.80	9	4,000	5,749	\$37.01
10	5,750	7,499	\$14.21	10	5,750	7,499	\$35.53
11	7,500	9,249	\$13.64	11	7,500	9,249	\$34.11
12	9,250	10,999	\$13.09	12	9,250	10,999	\$32.75
13	11,000	14,499	\$12.54	13	11,000	14,499	\$31.35
14	14,500	17,999	\$12.00	14	14,500	17,999	\$30.02
15	18,000	21,499	\$11.49	15	18,000	21,499	\$28.75
16	21,500	24,999	\$11.01	16	21,500	24,999	\$27.52

[CUSTOMER]		[PERMITROCKET SOFTWARE LLC]	
By:		By:	
Name:	Mike Lee	Name:	Maykel Martin
Title:	City Manager	Title:	President

Attachment: Moreno Valley, CA-ePermitHub Subscription Agreement 20200707 (4087 : APPROVE AGREEMENT WITH PERMITROCKET

EXHIBIT B: EPERMITHUB DIGITAL PLAN ROOM PRICING GUIDE (“PRICING GUIDE”)



ePermitHub Digital Plan Room Pricing Guide

Last Updated: February 10th, 2020

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Attachment: Moreno Valley, CA-ePermitHub Subscription Agreement 20200707 (4087 : APPROVE AGREEMENT WITH PERMITROCKET

1. Introduction

The following guide explains how the ePermitHub Digital Plan Room Software Service is priced. Related Professional Services are priced separately, and detailed in Statement of Work documents as necessary.

To ensure our pricing model is supportive of creating mutually beneficial relationships with our Customers, we developed the following *Pricing Credo* to guide us in structuring our pricing:

- **Principle #1:** We believe the way we price should directly align with why our customers use our solutions and receive value from those solutions.
- **Principle #2:** We believe our pricing model should scale up or down based on how our Customers use our solutions.
- **Principle #3:** We believe how we price should be transparent and supportive of how our Customers plan their annual budgets.
- **Principle #4:** We believe we have a financial responsibility to all our Stakeholders (e.g., Customers, Employees, Investors, etc.) to ensure our continued and sustainable success as a Company.

The ePermitHub Digital Plan Room Software Service pricing model is based on usage. The remaining sections of this guide explain how our usage-based pricing model works.

2. Definitions

- a. **ePermitHub Digital Plan Room Software Service (“Service”):** Software service designed and offered by PermitRocket Software (dba, ePermitHub) to help government permitting agencies, who are our Customers, more efficiently process a greater volume of permit plan reviews submitted by agency customers with improved accuracy and higher customer and agency staff satisfaction.
- b. **Customer:** Customer spelled with a capital ‘C’ distinguishes our Customers (aka, government permitting agencies) from our Customers’ customers (i.e., Architects, Engineers, Contractors, Developers, Owners, general public, etc.).
- c. **Software Service Term (“Term”):** Service is licensed on a 12-month subscription basis and is priced based on the estimated annual Plan Review Project volume during a given Term multiplied by the per Project price. Both 24-month and 36-month Enterprise Software Service Terms are available. Pricing guidelines for Enterprise Software Service Terms are different than the guidelines for the standard Software Service Term included herein.
- d. **Value Metric:** The pricing metric that best correlates with how Customers perceive value from a given product or service. A vendor’s value metric determines both how they charge and limit the usage of the product or service. ePermitHub’s value metric is the Plan Review Project.
- e. **Plan Review Project (“Project”):** A Project is any permit application requiring a plan review. Consistent with Principle #1 of our Pricing Credo, the Project is the value metric we use to determine both the Term Fee and limit Service Usage during the Term. There are two Project types: Basic and Iterative. This Pricing Guide applies the same to both Project types. See below definitions for “Plan Review Project - Basic” and “Plan Review Project - Iterative” types for additional detail.
- f. **Plan Review Project - Basic:** Basic Projects, such as Fences, Sheds, Decks, Accessory Structures, etc., require less plan review work and are priced less than Iterative Projects. Basic Projects are any Project with five [5] or fewer sheets that go through two [2] or fewer Review Cycles.

- g. **Plan Review Project - Iterative:** Iterative Projects, such as Site Plan/Land Use, Commercial, Residential, Mixed-Use, Fire, etc., require advanced document control, sheet-level versioning, collaborative issue resolution communication with your end-customer, Digital Signature validation in some states, etc. Iterative Projects are priced higher than Basic Projects.
- h. **Per Project Price:** The unit cost of a Project processed through the Service.
- i. **Project Capacity (“Capacity”):** The total Project count the Customer may process through the Service within a given Term without incurring additional charges. The Project Capacity represents the upper limit on the estimated number of Projects to be processed through the Service during the Term.
- j. **Project Usage (“Usage”):** The actual number of Projects processed through the Service at any point during a Term.
- k. **Project Credit (“Credit”):** A downward dollar adjustment applied to Customer’s subsequent Term Fee based on Usage in prior Term being less than prior Term’s Project Capacity. Subject to Credit Cap restrictions. See Section 5 below for details.
- l. **Project Debit (“Debit”):** An upward dollar adjustment applied to a subsequent Term’s Fee based on Customer’s Usage during prior Term being greater than prior Term’s Project Capacity. Subject to Debit Cap restrictions. See Section 6 below for details.
- m. **Project Credit Cap (“Credit Cap”):** A 20% cap on the number of accrued Credits within a given Term.
- n. **Project Debit Cap (“Debit Cap”):** A 20% cap on the number of accrued Debits within a given Term where payment for those Debits is rolled over to the subsequent Term.
- o. **Debit Coverage Blocks:** Project Debits in blocks of 30% of the then-current Term’s Project Capacity invoiced when Customer exceeds 20% Debit Cap on current Term’s Project Capacity within the first nine (9) months of that Term.
- p. **Volume Discount:** Based on the Project Capacity within a given Service Term, volume discounts may apply.

3. How the Pricing Works

- a. The ePermitHub Digital Plan Room software service (“**Service**”) is licensed on a subscription basis with a 12-month Service Term (“**Term**”).
- b. The Plan Review Project (“**Project**”) is the value metric used to determine the price of the Customer’s Term. In other words, our Customers pay based on the number of Projects they process through the Service during a given Term (aka, “**Usage**”). Therefore, there are *no restrictions* on the number of:
 - i. Submittal cycles per Project, or documents per submittal.
 - ii. Users leveraging the Service, which means 3rd party reviewing agencies (i.e., other counties/cities, public/private utilities, state agencies, regional planning authorities, etc.) can use the Service with no additional licensing required. There is also no restriction or additional payment required for public users (i.e., Architects, Engineers, Contractors, Developers, the general Public, etc.) submitting Projects for approval.
 - iii. Project *types* (e.g., site plans, building plans, ROW plans, utility plans, etc.) configured in the Service.
- c. Each Term includes a Project Capacity (“**Capacity**”) representing the total Project count the Customer may process through the Service within that Term without incurring additional charges.
- d. A given Term’s Fee is calculated by multiplying the Term’s Project Capacity by the **per Project price**. Volume discounts may apply.
- e. Based on prior Term’s final Usage relative to the Term’s Project Capacity, Customers receive Project Credits (“**Credits**”) or Project Debits (“**Debits**”) applied to the subsequent Term. Credits have a Project Credit Cap (“**Credit Cap**”) restricting the number of accrued Credits within a

Term. Debits have a Project Debit Cap (“**Debit Cap**”) restricting the number of accrued Debits within a Term where payment for those Debits is rolled over into the subsequent Term. The final count of Credits and Debits accrued during a given Term is calculated on the day following the end of that Term.

- i. For additional detail on how Credits work, including Credit Cap restrictions, see Section 5 below.
 - ii. For additional detail on how Debits work, including Debit Cap restrictions, see Section 6 below.
 - iii. For additional detail on budgeting for a subsequent Term before knowing the final Credit or Debit count on the prior Term, please see Section 7 below.
- f. Quarterly Usage reports are provided for Customers during each Term detailing the Term’s Usage.

To assist Customers in understanding in detail how both initial and subsequent Term fees are calculated, and how to budget for subsequent Terms before knowing the prior Term’s final Credit or Debit count, the following questions are answered herein:

- 1. How is the initial Term fee calculated?
- 2. How is a subsequent Term’s fee calculated if there are Credits?
- 3. How is a subsequent Term’s fee calculated if there are Debits?
- 4. How do you budget for a subsequent Term before knowing the final Credit or Debit count from the prior Term?

4. Calculating the Initial Service Term Fee

- a. Customer’s initial Term fee is calculated by multiplying the total Project count from the previous calendar year (or trailing twelve months) as reported by the Customer by the per Project price. See the following example calculation for illustration:

Figure 1: Calculating Initial Service Term Fee	
Last Calendar Year Total # of Projects as Reported by Customer	100
(x) Per Project Price	\$40
Initial Term Fee	\$4,000

- b. The total Project count from the latest calendar year (or trailing twelve-months) as reported by the Customer sets the Project Capacity for the Initial Term.
- c. Customer’s Project Capacity agreed upon for the Initial Term may be less than the actual previous calendar year (or trailing twelve months) Project count as reported by the Customer. However, if the Customer goes over their Project Capacity within a given Term, Customer may be required to purchase additional Project Capacity within that Term subject to Debit Cap restrictions detailed in Section 6 below.
- d. Volume discounts may apply within the Term.

5. Calculating a Subsequent Service Term’s Fee with Project Credits

- a. To provide price protection for our Customers in the event a significant percentage less than the total Project count estimated for a given Term is processed through the Service by the conclusion of that Term, Credits are calculated against the prior Term and applied to the subsequent Term fee.
- b. Credits are calculated on a per Project basis. There is a Credit Cap of 130% of a given Term's Project Capacity on the potential number of Credits accrued within that Term.
- c. Figures 2 and 3 below show how Credit counts and dollar values are determined. In both examples, the prior Term's Project Capacity assumed is 100 Projects. Therefore, the maximum Project Credits available during the Term is 20 Projects (100 Projects x 30% Credit Cap). The first example shows a Customer that processed 90% of the prior Term's Project Capacity of 100 Projects by the conclusion of the prior Term, which results in 10 Credits worth \$400. The second example shows a Customer that processed 70% of the prior Term's Project Capacity of 100 Projects by the conclusion of the prior Term, which results in 20 Credits, not 30 Credits, worth \$800.

Figure 2: Calculating Project Credit Count & Value (Scenario A - Within 20% Project Credit Cap)	
Prior Term's Project Capacity	100
Prior Term's Project Usage	90
Credit Count Accrued in Prior Term	10
Credit Count Accrued in Prior Term	10
(x) Per Project Price	\$40
Credit Amount Applied to Subsequent Term's Fee	\$400
Figure 3: Calculating Project Credit Count & Value (Scenario B - Greater than 20% Project Credit Cap)	
Prior Term's Project Capacity	100
Prior Term's Project Usage	70
<i>Prior Term's Unprocessed Project Capacity</i>	<i>30</i>
Prior Term's Unprocessed Project Capacity	30
(-) # of Unprocessed Projects Outside 20% Credit Cap	10
Credit Count Accrued in Prior Term	20
Credit Count Accrued in Prior Term	20
(x) Per Project Price	\$40
Credit Amount Applied to Subsequent Term's Fee	\$800

- d. Outstanding Credits are applied to the subsequent Term's fee. Figures 4 and 5 below show how the subsequent Term's fee is calculated assuming the Credit values respectively from Figures 2 and 3 above. In both below examples, the subsequent Term's Project Capacity is assumed to have increased to 125 Projects from 100 Projects in the prior Term.

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Figure 4: Calculating Subsequent Service Term Fee with Accrued Credits - Scenario A	
Subsequent Term Project Capacity Anticipated	125
(x) per Project Price	\$40
<i>Subsequent Term Subtotal</i>	\$5,000
Subsequent Term Subtotal	\$5,000
(-) Prior Term Credit Amount (see Figure 2)	\$400
Subsequent Term Total Including Prior Term's Credit	\$4,600

Figure 5: Calculating Subsequent Service Term Fee with Accrued Credits - Scenario B	
Subsequent Term Project Capacity Anticipated	125
(x) per Project Price	\$40
<i>Subsequent Term Subtotal</i>	\$5,000
Subsequent Term Subtotal	\$5,000
(-) Prior Term Credit Amount (see Figure 3)	\$800
Subsequent Term Total Including Prior Term's Credit	\$4,200

- e. If the Customer does not renew their Term, the Customer may process Projects through the Service up to the amount of the outstanding Credit count. Outstanding Credits automatically expire sixty (60) following the end of the Term at which time the Service is canceled. Credits are non-refundable.
- f. Volume discounts may apply within the Term.

6. Calculating a Subsequent Service Term’s Fee with Project Debits

- a. Debits are calculated on a per Project basis. Within a current Term, if the Customer exceeds the Project Capacity, the Customer accrues Project debits where each Project processed over the Term’s Project Capacity equals one Project debit. For example, if the Project Capacity for that Term is 100 Projects, but 110 Projects are ultimately processed during that Term, then the Customer accrues 10 Project debits. See the following example calculation:

Figure 6: Calculating Project Debit Count & Amount	
Prior Term's Project Usage	110
(-) Prior Term's Project Capacity	100

Debit Count Accrued in Prior Term	10
Debit Count Accrued in Prior Term	10
(x) Per Project Price	\$40
Debit Amount Applied to Subsequent Term's Fee	\$400

- b. There is a Debit Cap of 130% of a given Term's Project Capacity on the potential number of Debits accrued within that Term where payment for those Debits is rolled over into the subsequent Term based on the following schedule:
 - i. Debits accrued at *any point during the current Term* up to 130% of that Term's Project Capacity are paid with the subsequent Term's invoice.
 - ii. Debits accrued over 130% of the current Term's Project Capacity *within the last three (3) months of that Term* are also paid with the subsequent Term's invoice.
 - iii. Debits accrued over 130% of the current Term's Project Capacity *within the first nine (9) months of that Term* are invoiced Debit Overage Blocks as incurred within the current Term. Each Debit Overage Block represents 30% of that Term's Project Capacity. At the end of that Term, if there is unused Project Capacity from a Debit Overage Block, that Project Capacity rolls over as Credits in the subsequent Term.
- c. See below example using the Debits example from Figure 6 above.

Figure 7: Calculating Subsequent Service Term Fee with Accrued Debits	
Subsequent Term Project Capacity Anticipated	125
(x) Per Project Price	\$40
<i>Subsequent Term Subtotal</i>	\$5,000
Subsequent Term Subtotal	\$5,000
(+) Prior Term Debit Amount (see Figure 6)	\$400
Subsequent Term Total Including Prior Term's Debit	\$5,400

- d. If the Customer does not renew their Term, then the Customer is only invoiced for the amount of the outstanding Project debits accrued during the prior Term.

7. Credits, Debits, and Budgeting for Subsequent Service Terms

- a. The usage-based pricing model has the benefit of aligning directly with both how our Customers receive value from the Service and how our Customers charge their customers. However, per Section 3.e above, the final count of Credits and Debits accrued during a given Term is calculated on the day following the end of that Term, which is the first day of the subsequent Term. Therefore, the final Credit or Debit amount applied to the subsequent Term's fee is not known until the subsequent Term starts and well after Customers budget for their subsequent Term. This budgeting problem is primarily an issue during the initial Term given there is no historical *Service Usage* data available during the Initial Term. When budgeting for any subsequent Term following

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- any prior Term *other* than the initial Term, Customers will have historical Usage data available to accurately estimate the subsequent Term's Project Capacity requirements.
- b. With respect to Credits, the budgeting challenge detailed in Section 7.a above is less of an issue because accrued Credits only result in Customers coming in under budget by no more than 30% given the Credit Cap detailed in Section 5.b above.
 - c. With respect to Debits, the budgeting challenge detailed in Section 7.a above is more acute because certain accrued Debits are paid with the subsequent Term's invoice. Therefore, Customers need a way to budget for potentially accrued Debits before knowing the final accrued Debit count of a given Term.
 - d. However, per Sections 6.b and 6.c above, any Debits accrued 130% or less of the prior Term's Project Capacity at any point during the prior Term, or any Debits accrued over 130% of the prior Term's Project Capacity during the final three (3) months of the prior Term, are paid with the subsequent Term's invoice. Per Section 6.d above, any Debits accrued greater than 130% of the prior Term's Project Capacity within the first nine (9) months are invoiced and paid within that Term.
 - e. Therefore, if Customers budget for the subsequent Term immediately following the initial Term based on projected Usage in the subsequent Term, and include a contingency of up to 30% of the prior Term's Project Capacity, it is highly likely the subsequent Term's final fee will be that amount or less.
 - f. See below example showing how to calculate and budget for potential accrued Debits using the 30% contingency on the Initial Term's Project Capacity as a guideline. This example uses both the initial Term Project Capacity of 100 Projects from Figure 1 above and the subsequent Term Project Capacity anticipated of 125 Projects from Figure 3 above.

Figure 8: Budgeting for Subsequent Service Term Following Initial Term

Initial Term's Project Capacity (see Figure 1)	100
30% Initial Term Project Capacity Contingency	20
Subsequent Service Term Project Capacity Anticipated (see Figure 4)	125
(+) 30% Initial Term Project Capacity Contingency	20
Subsequent Service Term Budgeted Project Capacity	145
Subsequent Service Term Budgeted Project Capacity	145
(x) Per Project Price	\$40
Subsequent Service Term Budget Total	\$5,800

- g. In the examples above shown in Figures 4, 5, 7 and 8, it is assumed the subsequent Term's Project Capacity increased to 125 Projects from 100 Projects in the prior Term. There are two reasons Project Capacity might increase Term-over-Term. First, the Customer projects an increase in the rate of development activity within the Customer's market during a subsequent Term, which results in more permit applications requiring plan reviews in the subsequent Term as compared to the prior Term. Second, the Customer decides to expand their use of the Service into additional departments from one Term to the next. For example, during the Initial Term, only the Building department used the Service, but in the subsequent Term, the Planning department also starts using the Service.

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- h. Per Section 3.f above, to assist with budgeting for subsequent Terms, Customers are provided quarterly Usage reports during each Term detailing the Term's Usage.

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EXHIBIT C: SOFTWARE SUBSCRIPTION SERVICE LEVEL TERMS (“SERVICE LEVEL TERMS”)

Company will (a) make the Software Subscription Services (“Service(s)”) available to Customer pursuant to this Agreement and the applicable Order Forms, (b) provide applicable Company standard support for the Services to Customer at no additional charge in accordance with the terms set forth in Exhibit D (“Technical Support Terms”), and/or upgrade support, (c) use commercially reasonable efforts to guarantee 99.9% availability of the Services 24 hours a day, 7 days a week as described below, except for: (i) planned downtime on the last Thursday of each month from 10:00 PM EST to 2:00 AM EST, and (ii) any unavailability caused by circumstances beyond Company’s reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Company’s employees), Internet service provider failure or delay, Non-Company maintained systems or networks (including outages from Customer’s systems or networks and third party connections or utilities), or denial of service attack.

NOTE: For Customers employing hybrid on-premise/cloud services deployment models where certain components of the Company’s Services are installed on Customer’s systems and networks, this Agreement only applies to those Service components hosted in Company’s Cloud service.

1. AVAILABILITY

1.1. Outside of Scheduled Maintenance, the Company guarantees 99.9% or greater uptime.

1.2. Availability will be calculated per month, as follows:

$$\frac{(\text{Service Time} - \text{Non-excluded Downtime} - \text{Excluded Downtime})}{(\text{Service Time} - \text{Excluded Downtime})} * 100$$

1.3. “Service Time” is the total minutes for a given calendar month

1.4. “Excluded Downtime” is all unavailability caused by:

- 1.4.1. Scheduled or mutually agreed upon downtime;
- 1.4.2. Downtime on non-production systems;
- 1.4.3. Failure of Customer’s Internet access or Customer-managed connectivity components;
- 1.4.4. Failure of third-party connections or utilities or;
- 1.4.5. Failure of equipment or software managed by the Customer

1.5. “Non-excluded Downtime” is all downtime that is not Excluded Downtime

2. BACKUP AND RECOVERY

2.1. As a part of the Cloud Services where Customer is storing Customer data in Company’s Cloud and not on Customer hardware in the hybrid on-premise/cloud service deployment model, Company is responsible for maintaining a backup of Customer Data, for an orderly and timely recovery of such data in the event that the Cloud Services may be interrupted.

2.2. Company shall maintain a contemporaneous backup of Customer Data that can be recovered within a 24-hour Recovery Time Objective (RTO) at any point in time.

2.3. Backup strategy shall ensure that Customer will never have any more than a 16-hour Recovery Point Objective (RPO) for data loss in the event of a required recovery or failover to the disaster recovery installation.

2.4. Additionally, Company shall store a backup of Customer Data in a remote facility (physically separate from the production facility) no less than daily, maintaining the security of Customer Data.

3. OTHER SERVICE LEVEL DEFINITIONS

3.1. “Resolution” means the outage was completely repaired and that no further actions are necessary.

3.2. "Workaround" means a temporary repair established to allow the Customer to continue the use of the Cloud Services until a permanent Resolution can be implemented.

4. SERVICE LEVEL REPORTS

4.1. At the Customer's request, Company will provide a Service Level Report for a given month, which will include performance and availability statistics.

5. SERVICE LEVELS REVIEWS

5.1. Company and Customer will meet as often as shall be reasonably requested by the Customer, but no more than monthly, to review the performance of the Company as it relates to the Service Levels further described below.

6. SERVICE LEVEL DELIVERY

6.1. Company will monitor all aspects of Cloud Services availability and will notify the Customer of any outage within 1 hour of discovery via telephone and email for any Priority 1 outage, and by email for any Priority 2 or below outage.

6.2. Customer shall submit requests with the priority level specified to Company's support site; however, Company reserves the right to reasonably increase or decrease the priority level in its sole discretion.

7. REMEDIES FOR FAILURE TO MEET RESOLUTION AND WORKAROUND TIMES

7.1. The Customer shall be entitled to invoke the following remedies for the Company's failure to meet the Workaround times or Resolution times stated below. Such amounts shall be in the form of a Project Credits, as defined in Exhibit B ("Pricing Guide"), applied to the subsequent term. The requirements set forth in the following chart apply to Cloud Services in the Production environment, and not to Test or Development environments.

Priority One: Critical	<p>Priority One applies if the outage results in:</p> <ul style="list-style-type: none"> ● Cloud Service down with no workaround for more than 60 minutes and multiple users are impacted, OR ● Loss of data or data corruption, OR ● Jeopardized safety or security
Service Level	<ul style="list-style-type: none"> ● Immediate email escalation to Technical Support, followed by warm handoff ● Resolution Time: 16 Hours ● Workaround Time: 2 Hours ● Target Updates: Every 2 Hours until Resolution

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Service Level Credit	<ul style="list-style-type: none"> For each instance where the Company fails to address a Priority One problem within the Resolution and Workaround times specified above, Company will provide Customer at no cost the number of Project Credits, as defined in Exhibit B (“Pricing Guide”), equaling 3% of the Service Level Capacity for the then-current annual Software Service Term (“Term”) where a given Priority One problem occurred. The value of these Project Credits is determined by multiplying the per Project Cost listed in the Customer’s then-latest Exhibit A (“Order Form”) by the number of Project Credits equaling 3% of that Term’s Service Level Capacity. For each sixteen (16) hour period that a Priority One outage continues beyond the Resolution or Workaround times stated above, an additional number of Project Credits equaling 3% of that Term’s Service Level Capacity will be provided by the Company to the Customer.
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Priority Two: High	<p>Priority Two applies if the outage results in:</p> <ul style="list-style-type: none"> Core functions of the Production Service are impaired preventing completion of Plan Review for some projects for more than 120 minutes, OR The Service is at risk because of a known vulnerability.
Service Level	<ul style="list-style-type: none"> Immediate email escalation to Technical Support, followed by warm handoff Resolution Time: 48 Hours Workaround Time: 4 Hours Target Updates: Every hour until Resolution
Service Level Credit	<ul style="list-style-type: none"> For each instance where the Company fails to address a Priority Two outage within the Resolution and Workaround times specified above, Company will provide Customer at no cost the number of Project Credits, as defined in Exhibit B (“Pricing Guide”), equaling 1.5% of the Service Level Capacity for the then-current annual Software Service Term (“Term”) where a given Priority Two problem occurred. The value of these Project Credits is determined by multiplying the per Project Cost listed in the Customer’s then-latest Exhibit A (“Order Form”) by the number of Project Credits equaling 1.5% of that Term’s Service Level Capacity. For each forty-eight (48) hour period that a Priority Two outage continues beyond the Resolution or Workaround times stated above, an additional number of Project Credits equaling 1.5% of that Term’s Service Level Capacity will be provided by the Company to the Customer.

Priority Three: Medium	<p>Priority Three applies if the issue results in:</p> <ul style="list-style-type: none"> Small maintenance issues, non-critical bug fix with a workaround, no immediate impact.
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Service Level	<ul style="list-style-type: none">• Notification upon awareness of the incident. Begin resolution within 4 hours.• Target Response: 2-business days• Target Updates: Customer accessing Company Support Portal for updates as needed.
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Priority Four: Low	Any issue related to the Service which does not fall within Priority One, Two, or Three and results in: <ul style="list-style-type: none">• Enhancement Requests• Cosmetic Changes
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Service Level	<ul style="list-style-type: none">• Target Response: 4-business days• Target Updates: Customer accessing Company Support Portal for updates as needed.
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EXHIBIT D: TECHNICAL SUPPORT TERMS (“TECHNICAL SUPPORT TERMS”)

In support of the Subscribed Services, Company will provide Technical Support to Customer with:

- A. A telephone number to contact Company’s live technical support facility, which is available from 8:00 a.m. until 8:00 p.m. Eastern time Monday through Friday (“**Support Hours**”), excluding Company’s observed holidays [including: New Year’s Day, Martin Luther King, Jr. Day, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Veterans’ Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, and New Year’s Eve];
- B. Access to a 24/7 online support portal to which Customer may submit after hours, routine or non-critical support requests, which Company will address during its regular business hours;
- C. Access to archived software updates and other technical information in the Company’s online support portal, which is continuously available. Where support is needed to address non-functioning or seriously impaired Services and there is no reasonable workaround available, Company will promptly respond to the support request and use commercially reasonable efforts to provide updates toward resolution of the issue.

Company will use commercially reasonable efforts to respond to all Helpdesk tickets based on its assessment of the issue and on the following schedule:

Level of Severity	Description of Severity	Characteristics	Response Time
Level 1 - Critical	Critical Business Impact: Critical issue occurring on production system preventing business operations. A large number of users are prevented from working with no procedural workaround.	<ol style="list-style-type: none"> 1. System hangs or crashes 2. Critical functionality not available 3. Data loss or data corruption 4. Large number of end users blocked from work 5. Impact is escalating quickly 	1 hr
Level 2 - Major	Significant Business Impact: Major issue occurring on production system severely impacting business. A large number of users are impacted by issue but they are still able to work in a limited capacity.	<ol style="list-style-type: none"> 1. Significant performance degradation 2. Important functionality not available 3. Small number of users blocked from work 4. Impact is escalating 	4 hrs
Level 3 - Medium	Normal Business Impact: Issue causing a partial or non-critical loss of functionality on production system. A small number of users are affected.	<ol style="list-style-type: none"> 1. Some system functions not available 2. Minor performance degradation 3. Small number of users impacted 4. Impact is not escalating 	8 hrs
Level 4 - Low	Minimal Business Impact: Issue occurring on non-production system or question, comment, feature request, documentation issue or other non-impacting issue.	<ol style="list-style-type: none"> 1. Incorrect product behavior without impact 2. Product question or enhancement 	24 hrs

Customer is limited to two technical contacts at any one time authorized to submit Helpdesk tickets to Company Technical Support as identified below:

CUSTOMER TECHNICAL CONTACT #1		CUSTOMER TECHNICAL CONTACT #2	
Name:	Kimberlee Kruger	Name:	Dori Lienhard
Title	Senior Applications Analyst	Title	Enterprise Systems Administrator
Email	kimk@moval.org	Email	doril@moval.org
Phone	(951) 413-3428	Phone	(951) 413-3414

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EXHIBIT E: STATEMENT OF WORK

Statement of Work

Prepared For: Moreno Valley, CA



Statement of Work Regarding the ePermitHub Digital Plan Room Project for Accela Cloud Customers

05/27/2020

Valid for 90 days from the above date

Latest Update: 05/27/2020

Attachment: Moreno Valley, CA-ePermitHub Subscription Agreement 20200707 (4087 : APPROVE AGREEMENT WITH PERMITROCKET

Statement of Work

PermitRocket Software LLC (“Company” - dba “ePermitHub”) shall perform the Services described below for Moreno Valley, CA (“the Customer”) to implement the ePermitHub Digital Plan Room components into the Accela Civic Platform. This Statement of Work (“SOW”) defines the Services to be provided by the Company.

ePermitHub provides a cutting-edge web-based electronic plan review solution in partnership with Accela, the largest permitting software vendor. This solution, called the ePermitHub Digital Plan Room, is designed to not only meet requirements of government permitting agencies around the United States, but also specifically meet the requirements of agencies using the Accela permitting software.

The Company estimates the project timeline at between eight [8] and nine [9] months. Please see the Project Timeline Summary Table for additional details in [Appendix A: ePermitHub Digital Plan Room Project Plan Draft](#).

Problem Statement

The Customer currently employs a paper-based plan review process. Paper-based plan review process present many challenges, but the main issues faced by the Customer are:

- Not being able to remotely submit plans for review and respond remotely to required corrections
- Inefficient and manual correction report development
- Slow review speeds
- Inefficient collaborative environment among all stakeholders, including customers

Ultimately, these challenges reflect on the quality of customer service offered to the community. Additionally, the Customer will face increasing pressure to modernize their operational efficiency regarding plan review and approval because the construction industry is rapidly adopting advanced technologies (i.e., Building Information Model (BIM), Augmented Reality (AR), Virtual Reality (VR), mobile construction software, etc.) to conduct their business of creating our Built World. This industry technology shift is pressuring government regulatory bodies, such as the Customer, to adopt more modern and efficient plan review processes and related electronic plan review tools.

Project Objective

To complete the implementation of the ePermitHub Digital Plan Room components into the Accela Civic Platform, including the Accela Citizen Access public portal. Upon completion, Customer staff will have access to integrated digital review capabilities, including automated digital signature validation, automated document and sheet versioning, collaborative issue management, and 2D electronic markups completely from within the Accela Civic Platform User Interface. In addition, the Customer’s customers will have the ability to easily submit plans and manage the corrections process, including adding resolution comments and uploading subsequent resubmittals, from within the ePermitHub public portal seamlessly embedded within the Customer’s Accela Citizen Access portal.

The Digital Plan Room will be enabled for the record types identified in [Appendix B](#), and the following Customer departments are in scope: Building, Fire, Planning, Land Development, Special Districts, Capital Projects, Parks.

Implementation Services Overview

Phase 1 - Implementation Phase

Phase 1 Deliverables:

1. Project kick-off and initiation
 - Project kick-off presentation
 - Establish communication and project tracking plan via Trello
 - Set up remote access to Customer’s environment

2. Digital Plan Room Cloud Provisioning
 - Verify that all Accela Civic Platform prerequisites are in place
 - Cloud Provisioning of the Digital Plan Room components into Customer's DEV environment
 - Cloud Provisioning of the Digital Plan Room database
3. Digital Plan Room Configuration Analysis
 - Define configuration for each Plan Review record type
 - Determine all needed document types
 - Plan document upload configuration
 - Plan Digital Signatures validation configuration
 - Plan Accela workflow integration configuration points
 - Design final approved set cloning business logic
 - Determine Accela to Digital Plan Room role mappings
 - Determine Digital Plan Room disciplines configuration
 - Determine required Approval Stamps
4. Digital Plan Room Configuration
 - Configure Accela Civic Platform standard choices as defined in the previous Deliverable
 - Configure new Accela document types and associated business rules
 - Configure Digital Signature validation
 - Configure Digital Plan Room EMSE library and required scripts
 - Implement custom EMSE scripting as determined during Configuration Analysis
 - Design, create and configure Approval Stamps as determined during Configuration Analysis

Phase 2 - Training, User Acceptance & Go-Live Phase

Phase 2 Deliverables:

1. User Acceptance Testing (UAT)
 - Assist Customer in the UAT effort and validation of system configuration
 - Resolve issues resulting from Customer User Testing
 - Provide recommendation on testing strategy and best practices
 - Agree on UAT completion date and Go-Live date
2. Administrative and technical training
 - Digital Plan Room Administration training
 - Provide Administration Training Documentation
3. End-User Training
 - Digital Plan Room End User training
 - Provide End User training documentation
4. Agency Customer Enablement
 - Produce contextually relevant public-facing training and help web-based videos for licensed professionals, contractors, owners and the general public submitting plans
 - Produce public-facing User Guide for licensed professionals, contractors, owners, and the general public submitting plans
5. Go-Live Migration & Production Planning
 - Produce Go-Live Project Migration Plan
 - Produce Production Deployment Plan
 - Conduct web-based Agency customer training sessions
6. Post-Go-Live Support
 - Post-Go-Live support provided
 - Resolution of all Critical and High defects as defined above in "Phase 2 - Deliverable 3: UAT" discovered during Post Go-Live support period
 - Transfer meeting regarding ongoing support of the Customer to the Company Support program conducted

Project Assumptions

1. Company assumes the Customer will have the proper resources to implement the Digital Plan Room software.
2. Company assumes all Professional Services costs and work have been identified in the SOW. Any additional cost or work required for this project will be identified and requested through a Change Request process.
3. Company assumes the Customer has identified a dedicated Accela user-account to be used for communication between the ePermitHub and Accela software.
4. Company assumes the Customer will provide the appropriate staff to be trained on the software during the training periods outlined in the Project timeline.
5. Company assumes all of the Customer's relevant Accela record types and workflows requiring plan review in scope for this project are already configured.
6. Company assumes it will provide recommendations to the Customer for plan review related record types regarding record and workflow statuses most appropriate for the Digital Plan Room software.
7. Company assumes all standard choices required to integrate the software into the Customer's Accela configuration and software will be configured by the Company.
8. Company assumes the Customer will collaborate with Company on delivery of scripts required for the Digital Plan Room.
9. Company assumes the Customer's Accela Configuration Environment and Production Environment are in sync.
10. Company assumes Customer will verify that all Accela Civic Platform prerequisites are in place.
11. Company assumes Digital Plan Room Back Office UI – will be deployed to the server(s) where the Accela av.web Windows service is running.
12. In the event the Customer hosts the Accela software on-premise, Customer provides Company remote access to Customer's Accela non-Production environment(s) to perform required implementation services. There is an additional cost assuming Company is not given remote access and is required to schedule web meetings with Customer's Accela administrator to access Customer's non-Production Accela environment(s) to perform required implementation services.
13. Travel & Expenses:
 - a. Actual amounts of any reasonable and customary travel-related expenses incurred during the performance of services under this SOW will be billed to the Customer in line with the Customer's Travel & Expense policy.
 - b. The Company will bill Customer for actual expenses incurred for travel and lodging/living, as well as other approved out-of-pocket expenses (such as mileage, parking, toll charges).
 - c. The Company will work with the Customer to manage and control its expenses and will not incur expenses in excess of the initial contracted budget below without Customer's prior written consent.
 - d. Expense receipts will be made available as requested by the Customer
 - e. Given the current COVID-19 situation, all Professional Services will be delivered remotely. Assuming trips are required in the future, trip units are estimated at \$2,500 per trip unit. A trip unit is for a single ePermitHub Professional Services resource (i.e., Consulting Engineer, Trainer, Project Manager). A given trip might require more than one trip unit.
 - f. The average cost for a Trip Unit is estimated at \$2,500 each unit. A given trip might require more than one Trip Unit.
 - g. Should the Customer desire additional onsite trips, a Change Order is required prior to travel commencing to cover the cost of those additional trips. See [Payment Terms & Delivery Schedule](#) below for additional detail.

14. Projects Put On Hold: It is understood that sometimes Customer priorities are revised requiring the Customer to place the ePermitHub Digital Plan Room implementation on hold. The Customer must send a formal written request sent to the Company in order to put the project on hold. A project can be on hold for up to 30 days without invoking the termination clause (see Services Agreement). After that time, The Company can choose to cancel the rest of the Statement of Work. To finish the project will require a new Statement of Work at new pricing.

15. Training Execution parameters are as follows:

- a. At the beginning of the project, the Customer selects and prepares the power-users who will be participating in the training and subsequently training end-users. Any switch in Customer internal resources may require the need for a project change request to account for missing time.
- b. Customer provides suitable onsite facilities and equipment, such as access to network-connected training computers and monitors, to accommodate various training classes.
- c. Company provides printed training resources developed by the Company for Customer staff being trained.
- d. Ensure that users are proficient in using PCs in a Windows environment as a prerequisite for the course.
- e. Ensure that users are familiar with the use of standard Internet browsers as a prerequisite for the course.
- f. Customer is responsible for printing all training materials developed by the Company for End-User Training.
- g. Training classes are capped at fifteen (15) participants.

16. Schedule and delivery are contingent on availability and access to Customer staff resources.

Payment Terms & Delivery Schedule

Total compensation for the above-defined Implementation Services is not to exceed the Project Total specified in the Project Total Summary table below all exclusive, and will be paid according to the Phase Payment Schedules listed below the Project Total Summary table:

Project Total Summary	
Phase	
Phase 1 - Implementation Phase	\$32,780.00
Phase 2 - User Acceptance & Go-Live Phase	\$22,000.00
Project Total	\$54,780.00

Phase 1: Payment Schedule	
Deliverable	Total
1 – Project Kick-Off & Initiation	\$3,080.00
2 – Digital Plan Room Provisioning	\$2,200.00
3 – Digital Plan Room Configuration Analysis	\$7,260.00
4 – Digital Plan Room Configuration	\$20,240.00
Phase 1 Total	\$32,780.00

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Phase 2: Payment Schedule	
Deliverable	Total
1 – User Acceptance Testing (UAT)	\$7,480.00
2 – Administrative and Technical Training	\$1,320.00
3 – End User Training	\$1,760.00
4 – Agency Customer Enablement	\$3,520.00
5 – Production Planning & Go-Live Migration	\$3,520.00
6 – Post Go-Live Support	\$4,400.00
Phase II Total	\$22,000.00

The Company will submit an invoice to the Customer upon completion of each Deliverable and will be paid in accordance with Net 30 payment terms. Deliverable timelines are contingent upon timely compensation.

ACCEPTED BY: [ENTER CUSTOMER NAME]	ACCEPTED BY: PERMITROCKET SOFTWARE
By:	By:
Name: Mike Lee	Name: Maykel Martin
Title: City Manager	Title: President
Date:	Date:

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Appendix A: Detailed ePermitHub Digital Plan Room Project Plan

Project Plan Overview

The following section describes the specific activities and tasks that will be executed to meet the business objectives and business requirements of the Customer. In support of the implementation effort as described above, the Company will provide the below-detailed implementation services. For each deliverable, a description is provided as well as criteria for acceptance of the deliverable.

Success Criteria

The definition of project success is critical to the end of defining appropriate expectations from the start of a project. Success is defined for each phase of the project so the team can measure as it iterates towards the final goal as follows:

- Phase 1: Analysis and configuration is complete and ready to start acceptance testing
- Phase 2: Acceptance testing and user training completed, go-live completed, post-go-live support completed

Phase 1: Implementation Phase

The goal of this phase is to create a test Digital Plan Room deployment on the Accela Civic Platform that the Customer staff can start using as a testbed for acceptance and feedback. During this phase, the main features of the Digital Plan Room deployment will be implemented into the Customer's Accela test environment. Each Deliverable in this phase defines a set of tasks carried out to complete the implementation.

Phase 1 - Deliverable 1: Project Kick-Off and Initiation

Project initiation is comprised of project planning activities, project management and tracking template creation in Trello, establish project issue tracking and communication methodology and conduct the project kickoff meeting.

As part of initiation the following tasks will be conducted:

- Establish a communication plan and create a Project Management dashboard in Trello
- Identify team members that will be responsible for deliverable sign-off and document procedures
- Customer creates an Accela user for Digital Plan Room Communication with Accela software
- Review and adjust project scope based on additional finding, if necessary
- Conduct a project kickoff meeting, in which we will review project objectives, methodology, timeline, roles, and other key project elements.

The Project Kickoff Meeting includes a formal presentation by the project team to review project objectives, methodology, timeline, roles and responsibilities, risks, and other key project elements with project stakeholders.

Company Responsibilities:

- Provide timely and appropriate responses to Customer's reasonable requests for information
- Coordinate project planning activities
- Complete Baseline Project Trello Board, and Project Kickoff Presentation deliverables with input from appropriate Customer resources

Customer Responsibilities:

- Identifying and setting expectations with key resources and subject matter experts for ongoing participation in the project.
- Providing timely and appropriate responses to Company's requests for project planning input and meeting logistics requests.
- Including Executive Project Sponsor in Project Kickoff Meeting.

- Create an Accela user for Digital Plan Room Communication with Accela software.

Acceptance Criteria:

- Creation of Project Management dashboard in Trello
- Completion of the Project Kickoff Meeting
- Remote access to Customer's environment is set up

Acceptance Review Period:

- Seven (7) days

Phase 1 - Deliverable 2: Digital Plan Room Provisioning

During the cloud provisioning step, the Company team will review the Digital Plan Room cloud provisioning requirements with the Customer's technical team, including infrastructure and software prerequisites. Once the prerequisites are confirmed to be in place in the Customer's DEV environment, the Digital Plan Room software components will be provisioned by the Company and verified to be working properly. Documentation on the software setup architecture specific to the Customer will be provided to the Customer's technical team for reference.

Company Responsibilities:

- Providing timely and appropriate responses to Customer's requests for information.
- Consulting with Customer resources to provide technical input and answer technical questions related to the requirements for the Digital Plan Room.
- Company will provision up to two [2] sandbox environments

Customer Responsibilities:

- Providing timely and appropriate responses to Company's requests for information
- Providing Company with Admin contact information to setup Customer's Admin account

Acceptance Criteria:

- All relevant components of the Digital Plan Room software provisioned on Customer's cloud infrastructure and deemed to be working properly
- Confirmation of ability to log in to Digital Plan Room software
- Two [2] sandbox environments created

Acceptance Review Period:

- Seven (7) days

Phase 1 - Deliverable 3: Digital Plan Room Configuration Analysis

Configuration Analysis is comprised of the activities required to define the appropriate configuration of the Digital Plan Room and its integration points with the Accela Civic Platform, specifically to reflect the Customer's plan review business processes. During this task the Company team, with input from the Customer, will identify any details as it pertains to plan submittal, review, and approval and provide appropriate configuration specifications for the following items:

- Determine configuration for each Plan Review record type
- Determine all needed document types
- Determine document upload configuration
- Determine Digital Signatures validation configuration
- Determine Accela workflow integration configuration points
- Determine final approved set cloning business logic
- Determine Accela to Digital Plan Room user role mappings
- Determine Digital Plan Room disciplines configuration
- Determine required Approval Stamps

The Trello project dashboard will be used to document and keep track of all the Configuration Analysis tasks and determinations.

Company Responsibilities:

- Providing timely and appropriate responses to Customer's request for information
- Interviewing staff in order to understand existing business processes
- Conducting to-be analysis sessions to capture the required business processes to be automated within the system
- Conducting meetings via email, web conference, and phone to gather and validate analysis input

Customer Responsibilities:

- Providing timely and appropriate responses to Company's requests for information.
- Making available the appropriate Customer key users and content experts to provide the required information, participate in the configuration analysis and verify the accuracy of the documented workflows, input/output formats, and data elements
- Providing any existing business process documentation, including process flows; fee schedules; commonly used applications, reports and forms; and other relevant information
- Scheduling participants and meeting locations for analysis activities

Acceptance Criteria:

- Completion of To-Be Analysis Sessions

Acceptance Review Period:

- Seven (7) days

Phase 1 - Deliverable 4: Digital Plan Room Configuration

The Company will configure the Digital Plan Room and make any modification to the Accela Civic Platform configuration in accordance with the requirements and determinations made and agreed upon in Deliverable 3.

The following high-level tasks will be performed:

- Configure Accela Civic Platform standard choices for the Digital Plan Room as defined in the previous Deliverable
- Configure new Accela document types and associated business rules
- Configure Digital Signature validation
- Configure Digital Plan Room EMSE library and required scripts
- Implement custom EMSE scripting as determined during Configuration Analysis
- Design, create and configure Approval Stamps as determined during Configuration

Documentation on the software configuration specific to the Customer will be provided to the Customer's administrative and technical team for reference.

Company Responsibilities:

- Providing timely and appropriate responses to Customer's request for information
- Configuring the solution components as defined in the To-Be Analysis sessions

Customer Responsibilities

- Providing timely and appropriate responses to Company's requests for information
- Making available the appropriate Customer key users and content experts to participate in creating the system in an effort to learn about the system (knowledge transfer)
- Working with Company to verify that the system meets the requirements captured in the To-Be Analysis sessions

Acceptance Criteria:

- Configuration documentation provided to Customer
- Customer has 15 business days to conduct an initial review of the Digital Plan Room configuration. If no changes or comments are requested within the 15 days, the deliverable is considered approved by the Customer. Upon delivery of initial feedback, Company will complete the necessary changes and updates. The second and final review will have 7 business days for acceptance.

Acceptance Review Period:

- Seven (7) days

Phase 2: User Acceptance Testing, Training & Go-Live Phase

In this phase, the test deployment will grow into a fully functioning electronic plan review deployment as guided by Customer staff feedback and input. The Customer's participants are given full access to the deployment created in the previous phase and will conduct "test" electronic plan review workflows using sample data and plans. In this phase, the team will simulate as many real-life conditions and project types as possible to learn and understand the capabilities of the workflow as designed. Issues are recorded by Customer staff to assess and correct as agreed to by both parties. Additionally, training sessions are conducted for administrators and end-users and any additional training documentation is also provided in this phase.

Phase 2 - Deliverable 1: User Acceptance Testing (UAT)

During UAT the Company will assist the Customer in testing and validation of the configuration and readiness to be migrated to production. A template test plan that includes generic best practices will be provided to the Customer, and in collaboration with the Customer, the test plan will be refined to reflect the Customer's configuration and business use cases.

After completion of the test plan, the testing effort will begin. The testing effort will require a significant time investment by the Customer. The Company will provide assistance to the Customer in the form of UAT support and will address and rectify issues discovered during the UAT process as the Customer staff executes the test plan.

Once the entire team has reached a consensus, and there is enough confidence in the solution, the entire configuration will be ready to start final preparations for migration to production and Go-Live. At this point, a precise Go-live date will be determined.

UAT will take up to eight [8] weeks with two [2] to three [3] weeks estimated for UAT script development by the Company, two [2] to three [3] weeks of testing by the Customer, and two [2] weeks of Critical and High issue resolution by the Company. If the Company's UAT support exceeds two [2] weeks, a change order is required to add more support.

For issues deemed product Critical or High defects a support ticket is opened with the Company engineering team using the Company's Service Desk process for review and resolution. All Critical and High defects shall be resolved prior to the completion of UAT. The following describes the definition of Critical and High defects:

- **Critical** – Major test case(s) are blocked from successful execution without an available workaround. During the conduct of dry-runs and formal test executions, a test critical defect must have an acceptable workaround or fix as soon as possible.
- **High** – Significant degradation in primary operational functions or performance/stability. No workaround is available. During the conduct of dry-runs and formal test executions, a defect categorized as High requires a fix or acceptable workaround as soon as possible.
- **Medium** – Workaround available for total or partial loss of major operational functions. It has a marginal impact on major operational functions.
- **Low** – A system problem that does not prohibit the successful completion of a test. No significantly noticeable impact on system operations.

Company Responsibilities:

- Developing the User Acceptance test scripts

- Providing recommendations on testing strategy and best practices
- Supporting the Customer in up to two [2] weeks of UAT effort and the validation of the system configuration and its readiness for migration to production for active use
- Resolving all Critical and High defects discovered as a result of UAT activities

Customer Responsibilities:

- Providing timely and appropriate responses to the Company's request for information
- Making available the appropriate Customer key users and content experts to participate in UAT as defined and managed by Customer
- Utilizing the use cases documented in each Configuration Document Deliverable as the basis for the acceptance of this Deliverable
- Conducting up to three [3] weeks of UAT following the development of test scripts by Company

Acceptance Criteria:

- Creation of UAT scripts by Company
- Completion of up to two [2] weeks of UAT support by the Company
- Completion of up to three [3] weeks UAT by the Customer
- Resolution of all Critical and High defects by Company discovered during UAT by Customer

Acceptance Review Period:

- Seven (7) days

Phase 2 - Deliverable 2: Administrative and Technical Training

The Company will provide training to Customer staff focusing on the administrative and technical setup, as well as the Digital Plan Room administration and configuration. The goal is to educate Customer staff in all aspects of the Digital Plan Room solution and ensure the staff is self-sufficient before Go-Live.

The Company will provide remote training sessions that span 4 hours. Customer staff is responsible for the selection of qualified users for the training, who are critical to project success. The following topics will be covered as part of the training session:

- Accela workflow integration
- Plans and Documents upload
- Digital Plan Room roles and mapping to Accela roles
- Digital Plan Room Standard Choices
- Digital Signatures validation
- Approval Stamps creation and deployment

The Company will provide Customer staff with appropriate documentation for the topics covered in the training session.

Company Responsibilities:

- Coordinate with the Customer to define training schedule and logistics
- Deliver training per the specific requirements listed above

Customer Responsibilities:

- Select and prepare the power-users who participate in the training and subsequently training end-users
- Arrange the time and qualified people for the training who are critical to the project success
- Provide suitable Customer facilities to accommodate various training classes
- Ensure that users are proficient in using PC's in a Windows environment as a prerequisite for the course
- Ensure that users are familiar with the use of standard Internet browsers as a prerequisite for the course

Acceptance Criteria:

- Execution of administrative and technical training courses

Acceptance Review Period:

- Seven (7) days

Phase 2 - Deliverable 3: End User Training

The Company will complete all the necessary training to run electronic plan review operations across applicable departments. Training materials and required training sessions will be created and conducted.

The Company will provide the following onsite training sessions to the Customer End Users (Users with non-administrative roles) within the same week:

- Two [2] two-hour sessions for Intake Specialists/Permit Technicians with the same curriculum for each session
- Two [2] four-hour sessions for Plan Reviewers/Managers with the same curriculum for each session
- One four-hour session for Train-the-Trainer with the same curriculum for each session

The course curriculum is as follows:

Intake Specialists/Permit Technician Curriculum

	Description
ePermitHub Digital Plan Room embedded into Accela Citizen Access	<ul style="list-style-type: none"> • Plan submittal from the customer perspective <ul style="list-style-type: none"> ○ Understanding the process a customer will follow to submit an application and submit plans and supporting documents ○ Review the types of file validation & digital signature validation occurring during submittal and how to interpret any errors ○ Walkthrough file processing and reviewing the automated sheet numbering.
	<ul style="list-style-type: none"> • Resubmittal process from the customer perspective <ul style="list-style-type: none"> ○ Reviewing & answering issues from a rejected plan set ○ Completing the resubmittal of plan addressing the answered issues.
ePermitHub Digital Plan Room embedded into Accela Civic Platform Back Office	<ul style="list-style-type: none"> • Plan submittal from a staff perspective when done in-house • High-level review of Plan Reviewer activities <ul style="list-style-type: none"> ○ Learn at a high-level the steps a plan reviewer will perform and how they affect what the customer will see in Accela Citizen Access

Plan Reviewers/Managers Curriculum

	Description
ePermitHub Digital Plan Room embedded into Accela Civic Platform Back Office	<ul style="list-style-type: none"> • Accela workflow and the digital plan room <ul style="list-style-type: none"> ○ Learn how the digital platform interacts with the Accela workflow
	<ul style="list-style-type: none"> • Completing a plan review <ul style="list-style-type: none"> ○ Navigating the digital plan room ○ Overview of the viewer and available tools ○ Creating issues & markup ○ Reviewing issues and filtering tools ○ Sheet versioning ○ Comparison tools ○ Stamping • Rejecting plans & requesting revisions

	<ul style="list-style-type: none"> Resubmittals & approving plans Create print set
	<ul style="list-style-type: none"> Overview of Intake Staff usage of the digital plan room <ul style="list-style-type: none"> Plan submittal from a staff perspective when done in-house
ePermitHub Digital Plan Room embedded into Accela Citizen Access	<ul style="list-style-type: none"> Overview of customer usage of digital plan room <ul style="list-style-type: none"> Plan submittals and file validation & processing Reviewing and answering issues contextually from the plan markup

Company Responsibilities:

- Coordinating with the Customer to define training schedule and logistics
- Providing End User Training as described above
- Providing training for Customer’s customers as described above
- Providing training material in a format easily modifiable by the Customer

Customer Responsibilities:

- Selecting and preparing the power-users who will be participating in the training and subsequently training end-users
- Arranging the time and qualified people for the training who are critical to the project success
- Providing suitable Customer onsite facilities to accommodate various training classes
- Providing printed training resources developed by Company for Customer staff
- Ensuring that users are proficient in using PC’s in a Windows environment as a prerequisite for the course
- Ensuring that users are familiar with the use of standard Internet browsers as a prerequisite for the course

Acceptance Criteria:

- Execution of End User Training course to the Customer as described above
- Execution of training for Customer’s customers as described above

Acceptance Review Period:

- Seven (7) days

Phase 2 - Deliverable 4: Agency Customer Enablement

In this context, the “Agency” (i.e., city, county, state, etc.) is the Company’s customer, and the “Agency Customer” is the Agency’s customers, such as the licensed professionals, owners and general public leveraging the ePermitHub Digital Plan Room embedded in Accela Citizen Access to:

- Submit their initial electronic plans and supporting documents
- Respond to Issues related to their plans created by Agency Plan Reviewers
- Resubmit corrected plan sheets (aka, digital slip sheets)
- Access and print approved job copies of their plans

During Agency Customer Enablement, Company provides web-based training sessions, produces contextually relevant public-facing web-based training videos and produces a User Guide for Agency’s customers on how to use the ePermitHub Digital Plan Room embedded in Accela Civic Access. Customer publishes videos and User Guide to a dedicated Digital Plan Room information page at Customer’s website.

Company Responsibilities:

- Provide three [3] web-based Agency Customer training sessions of one [1] hour each covering the following topics:

- Plan Submittal
- File Validation Overview
- Response to Customer comments
- Plan Re-submittal
- Produce the following five (5) public-facing videos:
 - Uploading Plans & Supporting Documents
 - Finalizing & Submitting Review Packages
 - Accessing Review Issues & Conditions
 - Submitting Revised Plans
 - Downloading Approved Plans
- Produce User Guide in editable format

Customer Responsibilities:

- Creating a dedicated public-facing information web page for related Digital Plan Room videos and User Guide
- Adding Customer branding in the beginning and end of each video
- Adding Customer branding to User Guide
- Adding Digital Plan Room videos and User Guide to Customer's Digital Plan Room information web page

Acceptance Criteria:

- Three [3] web-based Agency Customer training sessions of one [1] hour each completed covering the following topics:
 - Plan Submittal
 - File Validation Overview
 - Response to Customer comments
 - Plan Re-submittal
- Following five videos are produced by Company & delivered to Customer:
 - Uploading Plans & Supporting Documents
 - Finalizing & Submitting Review Packages
 - Accessing Review Issues & Conditions
 - Submitting Revised Plans
 - Downloading Approved Plans
- User Guide produced & delivered to Customer in editable format

Acceptance Review Period:

- Seven (7) days

Phase 2 - Deliverable 5: Production Planning & Go-Live Migration

During Go-Live Migration & Production Planning the Company and Customer will work together to develop both Go-Live Migration and Production Planning documents. The Production Plan details the Preinstallation, Accela back-office installation, and Accela Citizen Access installation activities for the Digital Plan Room. The Go-Live Migration Plan details how migration will take place from the Customer's existing plan review process/solution to the Digital Plan Room solution, including how to handle inflight plan review projects.

Company Responsibilities:

- Creating an initial draft of the Go-Live Migration Plan document
- Finalizing Go-Live Migration Plan document with Customer
- Creating an initial draft of the Production Plan document
- Finalizing Production Plan document with Customer
- Onsite support during Go-Live

Customer Responsibilities:

- Providing feedback on the initial draft of the Go-Live Migration Plan document
- Providing feedback on the initial draft of the Production Plan document
- Providing technical and functional user support for pre and post-Go-Live planning, execution, and monitoring
- Providing timely and appropriate responses to Accela's request for information

- Assisting in the development of a Cutover checklist that details the critical tasks that must be accomplished prior to moving to Production
- Making available the appropriate Customer key users and content experts to participate in user acceptance testing as defined and managed by Agency

Acceptance Criteria:

- Go-Live Migration Plan document finalized
- Production Plan document finalized
- ePermitHub Digital Plan Room used in the Production environment for daily use

Acceptance Review Period:

- Seven (7) days

Phase 2 - Deliverable 6: Post-Go-Live and Transition to Company Support

Upon Go-Live, the Customer takes ownership of the solution in production and performs the functions of Tier 1 and Tier 2 support covering Medium and Low defects as defined above in "Phase 2 - Deliverable 3: UAT". This deliverable is comprised of the Post Go-Live support assistance the Company provides (Tier 3) to address Critical and High issues "Phase 2 - Deliverable 3: UAT", and provide consultative advice immediately following the move to Production for daily use.

Additionally, a formal meeting will be scheduled with the Customer, the Company Professional Services Team, and the Company Customer Support for the purpose of transitioning support of future issues and questions from the Customer to the Company Customer Support program.

In terms of specific output, the following will be executed for this deliverable:

- 6-weeks of Post-Go-Live Support
- Finalized post-production issues list
- Resolution of all Critical and High defects as defined above in "Phase 2 - Deliverable 3: UAT"
- Transition of support from Professional Services team to Customer Technical Support for ongoing support

Company Responsibilities:

- Daily 30-minute standing calls for first two [2] weeks following Go-Live
- Two 30-minute standing calls per week for the second two [2] weeks following Go-Live
- One 30-minute standing call per week for the third two weeks [2] following Go-Live
- Transfer ongoing support of the Customer to the Company Support program

Customer Responsibilities:

- Provide technical and functional user support for post-production support and monitoring
- Develop and maintain a Post Production Issues List
- Provide timely and appropriate responses to the Company's request for information
- Following the post-Go-Live support period, the Customer will submit Production technical support issues through the Company Service Desk process for review and resolution

Acceptance Criteria:

- Six [6] weeks of Post Go-Live support provided
- Resolution of all Critical and High defects as defined above in "Phase 2 - Deliverable 3: UAT" discovered during Post Go-Live support period
- Transfer meeting regarding ongoing support of the Customer to the Company Support program conducted

Acceptance Review Period:

- Seven [7] days

Project Timeline Summary Table

Phase	Duration	Description
Phase 1	2 Months	
Phase 1 – Deliverable 1	1 week	Kickoff and Initiation
Phase 1 – Deliverable 2	1 week	Software Cloud Provisioning
Phase 1 – Deliverable 3	2 weeks	Configuration Analysis
Phase 1 – Deliverable 4	4 weeks	Configuration
Phase 2	4.5 Months	
Phase 2 – Deliverable 1	8 week	User Acceptance Testing
Phase 2 – Deliverable 2	1 week	Administrator Training
Phase 2 - Deliverable 3	1 weeks	End-user Training
Phase 2 - Deliverable 4	1 week	Agency Customer Enablement
Phase 2 - Deliverable 5	1 week	Production Planning & Go-Live Migration
Phase 2 - Deliverable 6	6 weeks	Post-Go-Live Support

Risk and Issue Management

Project risks are characteristics, circumstances, or features of the project environment that may have an adverse effect on the project or the quality of its deliverables. Known risks identified with this project have been included below. A plan will be put into place to mitigate the impact of each risk on the project.

1. Current process As-Is documentation details are not enough to understand differences in future software state.
2. The gap analysis may identify additional functionality not represented during the pre-contracting process causing an increase in scope and/or budget.
3. Integration scope is altered and extended causing go-live issues.
4. Test plans not detailed enough to handle all business needs.
5. Equipment needed to run the software is not identified or available at the Customer site.
6. Customer staff availability for User Acceptance testing.
7. Customer staff availability for training.
8. Customer organizational change management not thorough enough to gain acceptance of new software.
9. Dependency on Customer having already implemented the Accela configuration that is required for the ePermitHub solution (i.e., configured base record types including fees, workflows, intake forms, etc.).

To mitigate and resolve project risks, the Company team will:

- Develop and maintain a Risk and Issues Management tracker. Trello will be used as the tool of choice for Project Management and collaboration between the Customer project leadership and implementation team.
- Work with the Customer in order to resolve or mitigate risks or issues with the objective of not compromising project deliverables
- Escalate Risks and Issues when necessary to the appropriate Customer team leadership

Appendix B: Accela Record Types with Plan Reviews in Project Scope

Project Class	Project Type	Project Group	Accela Record Type	Accela Sub-Record Type	2019 Project Count
Vertical	Iterative	Building	Full Review	Commercial	293
Vertical	Iterative	Building	Full Review	Residential	213
Vertical	Iterative	Building	Full Review	Tract	415
Vertical	Iterative	Building	Plan Check Only	Deferred Submittal	22
Vertical	Iterative	Building	Plan Check Only	Revisions to Approved Plans	503
Vertical	Basic	Fire	Permit	Access and Water Supply	45
Vertical	Basic	Fire	Permit	Alarm Systems	67
Vertical	Basic	Fire	Permit	Hazmat	11
Vertical	Basic	Fire	Permit	High Pile Storage	14
Vertical	Basic	Fire	Permit	Other Systems	14
Vertical	Basic	Fire	Permit	Protection Systems	13
Vertical	Basic	Fire	Permit	Sprinkler Systems	352
Vertical	Basic	Fire	Permit	Water Systems	23
Horizontal	Iterative	Land Development	Construction	N/A	528
Horizontal	Iterative	Land Development	Final Map	N/A	6
Horizontal	Iterative	Land Development	Grading	N/A	47
Horizontal	Iterative	Land Development	Revisions	N/A	77
Horizontal	Iterative	Planning	Entitlement	N/A	200
Horizontal	Basic	Planning	Plan Check	N/A	61
Horizontal	Basic	Planning	Pre Application	N/A	24
Horizontal	Iterative	Special District	Landscaping	N/A	4

EXHIBIT F: ADDITIONAL CUSTOMER TERMS

NOT APPLICABLE

Attachment: Moreno Valley, CA-ePermitHub Subscription Agreement 20200707 (4087 : APPROVE AGREEMENT WITH PERMITROCKET



Report to City Council

TO: Mayor and City Council

FROM: Manuel A. Mancha, Community Development Director

AGENDA DATE: July 7, 2020

TITLE: APPROVE THE FOURTH AMENDMENT TO AGREEMENT WITH DATA TICKET, INC. FOR ADMINISTRATIVE CITATION PROCESSING SERVICES

RECOMMENDED ACTION

Recommendations:

1. Approve the Fourth Amendment to Agreement with Data Ticket, Inc. for Administrative Citation processing services and authorize the City Manager, or his designee, to execute the said Amendment subject to the approval of the City Attorney.
2. Authorize an increase of \$75,000 for a new total contract amount not-to-exceed \$592,800 with Data Ticket, Inc. for Administrative Citation processing services. Contract costs are paid through a portion of the Administration Citation fees recovered.
3. Authorize the Purchasing Division Manager to approve an increase to the Purchase Order to Data Ticket, Inc. for Administrative Citation processing services in accordance with the terms of the Agreement.

SUMMARY

This report recommends approving a Fourth Amendment to the Agreement with Data Ticket, Inc. for Administrative Citation processing services. The amendment will increase the not-to-exceed fee of the Agreement to cover increased invoices and allow for continued Administrative Citation processing services through FY20/21.

The City has utilized quality vendors to provide Administrative Citation processing services in support of the parking and administrative citation operations. These vendors provide quick and efficient citation tracking, payment, acceptance, appeal processing,

and collections, ensuring a high level of customer service.

No additional budget funding is being requested as the increased Agreement expenditures may be absorbed within the existing budget.

DISCUSSION

The Code and Neighborhood Services Division administers one component of the City's Administrative Citation processing services. Since 2001, the City has utilized private vendors for parking ticket processing, ticket printing, and miscellaneous citation services related to Administrative Citation processing services. These services are budgeted annually as general fund expenditures.

Currently, the Agreement with Data Ticket, Inc. includes processing service for all administrative citations for the City's Animal Services, Building & Safety, Code and Neighborhood Services, Land Development/National Pollutant Discharge Elimination System, Parking, and Parks and Recreation programs, in addition to the Moreno Valley Police Department. The current agreement is set to expire on June 30, 2021.

The City recommends amending the Agreement to increase the not-to-exceed total compensation to \$592,800 over five years (\$225,000 for the original Agreement, plus \$81,400 for the Second Amendment, plus \$211,400 for the Third Amendment, plus \$75,000 for this Fourth Amendment). These changes will allow for continued Administrative Citation processing services with all City Departments through FY20/21.

With the implementation in December 2016 of the City's Development Services Platform, Accela Civic Platform/Accela Citizen Access, Code and Neighborhood Services processes cases directly from the field in a much more efficient manner. Prior to the COVID-19 impact, FY19/20 experienced a year-over-year increase in Administrative Citations for active code cases and continued non-compliance.

ALTERNATIVES

1. Approve the Fourth Amendment to the Agreement with Data Ticket, Inc. for Administrative Citation processing services and authorize the City Manager to execute the Fourth Amendment subject to the approval of the City Attorney. *Staff recommends this alternative as it continues the existing level of service for citation processing across many divisions and departments while maintaining positive revenue.*
2. Do not approve the Fourth Amendment to the Agreement with Data Ticket, Inc. *This alternative is not recommended by staff as it would significantly impact the issuance and processing of citations and significantly reduce revenue.*

FISCAL IMPACT

The Administrative Citation program expenditure budget has been allocated by the City Council through the two-year budget cycle process for FY19/20 and FY20/21. Funding remains contingent on continued approval and appropriation from City Council. This Amendment does not further impact the requested General Fund budget amounts and no budget amendment is being requested.

NOTIFICATION

Publication of the Agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Steve Alvarado
Code and Neighborhood Services Division Manager

Department Head Approval:
Manuel A. Mancha
Community Development Director

CITY COUNCIL GOALS

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

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. Fourth Amendment to Agreement - Data Ticket - Admin Citation Processing 20200707

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	6/29/20 9:34 AM
City Attorney Approval	<u>✓ Approved</u>	7/01/20 5:34 PM
City Manager Approval	<u>✓ Approved</u>	7/01/20 6:26 PM

**FOURTH AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF MORENO VALLEY AND DATA TICKET, INC. dba REVENUE
EXPERTS FOR ADMINISTRATIVE CITATION PROCESSING SERVICES**

The Fourth Amendment to Agreement is by and between the **CITY OF MORENO VALLEY**, a municipal corporation, hereinafter referred to as “City,” and **Data Ticket, Inc. dba Revenue Experts**, hereinafter referred to as “Consultant.” This Fourth Amendment to Agreement is made and entered into effective on the date the City signs this Amendment.

RECITALS:

Whereas, the City and Consultant entered into an Agreement entitled “**AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND DATA TICKET, INC. dba REVENUE EXPERTS FOR ADMINISTRATIVE CITATION PROCESSING SERVICES**,” hereinafter referred to as “Agreement,” dated **May 27, 2016**.

Whereas the Agreement was modified by a First Amendment entitled “**FIRST AMENDMENT TO AGREEMENT FOR ADMINISTRATIVE CITATION PROCESSING SERVICES**,” dated **September 23, 2016**.

Whereas the Agreement was further modified by a Second Amendment entitled “**SECOND AMENDMENT TO AGREEMENT FOR ADMINISTRATIVE CITATION PROCESSING SERVICES**,” dated **May 23, 2018**.

Whereas the Agreement was further modified by a Third Amendment entitled “**THIRD AMENDMENT TO AGREEMENT FOR ADMINISTRATIVE CITATION PROCESSING SERVICES**,” dated **June 10, 2019**.

Whereas, the Consultant is providing **administrative citation processing services**.

Whereas, it is desirable to further amend the Agreement to increase the Consultant’s total “not-to-exceed” compensation as is more particularly described in Section 1 of this Fourth Amendment.

FOURTH AMENDMENT TO AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND
DATA TICKET, INC. dba REVENUE EXPERTS FOR ADMINISTRATIVE CITATION
PROCESSING SERVICES

SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:

1.1 The total “Not-to-Exceed” fee for this contract is **\$592,800.00 (\$225,000.00 for the original Agreement, plus \$81,400 for the Second Amendment, plus \$211,400 for the Third Amendment, and \$75,000 for this Fourth Amendment)** pursuant to Exhibit “C” of the original agreement.

SECTION 2

2.1 Except as otherwise specifically provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

FOURTH AMENDMENT TO AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND DATA TICKET, INC. dba REVENUE EXPERTS FOR ADMINISTRATIVE CITATION PROCESSING SERVICES

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

City of Moreno Valley

Data Ticket, Inc., dba Revenue Experts

By: _____

By: _____

Mike Lee, City Manager

Title: _____

(President of Vice President)

Date: _____

Date: _____

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

City Attorney	

Date	
RECOMMENDED FOR APPROVAL:	

Department Head	

Date	

By: _____

Title: _____

(Corporate Secretary)

Date: _____

Attachment: Fourth Amendment to Agreement - Data Ticket - Admin Citation Processing 20200707 (4086 : APPROVE THE FOURTH



Report to City Council

TO: Mayor and City Council

FROM: Manuel A. Mancha, Community Development Director

AGENDA DATE: July 7, 2020

TITLE: A MUNICIPAL CODE AMENDMENT TO AMEND OR DELETE VARIOUS SECTIONS OF TITLE 9 AND TITLE 11 REGARDING COMMERCIAL CANNABIS ACTIVITIES.

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Introduce and conduct the first reading of Ordinance No. ____ amending Sections 9.02.020 and 9.09.290 of Title 9 and deleting Sections 9.02.135 and 9.09.293 of the City of Moreno Valley Municipal Code related to Commercial Cannabis Businesses.
2. Introduce and conduct the first reading of Ordinance No. ____ deleting Chapter 11.10 of Title 11 of the City of Moreno Valley Municipal Code related to Medical Marijuana Dispensaries.
3. Schedule the second reading and adoption of Ordinance Nos. ____ and _____ for the next regular Council meeting.

SUMMARY

This report recommends consideration and first reading of an Ordinance amending Sections 9.02.020 "Permitted Uses" and 9.09.290 "Commercial Cannabis Activities" of Title 9 "Planning and Zoning" and deleting Sections 9.02.135 "Commercial Nonmedical Marijuana Use" and 9.09.293 "Cannabis Business Location and Use". The minor amendments are necessary to clarify regulations for the permitting process and to create consistency with Title 5 Business Regulations provisions pertaining to commercial cannabis.

This report also recommends consideration and first reading of an Ordinance deleting Chapter 11.10 "Medical Marijuana Dispensaries" of Title 11. The deletion of this Chapter

is necessary to maintain consistency with the changes being made to Title 9.

These technical amendments are necessary to clarify regulations for the permitting process, and to address discrepancies between City regulations and newer State laws and Bureau of Cannabis Control interpretations.

DISCUSSION

In November 2017, the City Council took the first step in establishing regulations that allowed commercial cannabis businesses to operate in the City. Council adopted Ordinance 926, which established the processes for obtaining and maintaining a Commercial Cannabis Business Permit (CCBP).

In April 2018, the City Council adopted Ordinance 932 which amended sections 9.02.020 “Permitted Uses” and 9.15.030 “Definitions” and added Section 9.09.290 “Commercial Cannabis Activities” to Title 9 of the Municipal Code, establishing the land use process for engaging in commercial cannabis activities in the City of Moreno Valley. Ordinance 932 set forth the land use regulations for six commercial cannabis activities that include dispensaries, testing, cultivation, manufacturing, microbusinesses and distribution centers within five zoning districts.

The proposed Title 9 amendments and the Title 11 amendment resolve minor internal conflicts within the Municipal Code related to cannabis and/or discrepancies between City requirements and State requirements. The amended 9.02.020 “Permitted Uses” section includes an addition to the permitted uses table that corrects the table so that it is consistent with the text descriptions related to microbusinesses, and remove footnotes that are no longer relevant. The amended 9.09.290 removes the prohibition on deliveries for dispensaries for consistency with state law and removes the local requirement for fire sprinkler systems so that facility requirements will default to existing State building and fire codes to determine whether sprinklers are needed. (Note: State law allows dispensaries from outside of the City to make deliveries within City boundaries.)

Proposed Section and Chapter deletions include removal of Section 9.02.135 “Commercial Nonmedical Marijuana Use” which is now unnecessary, removal of Section 9.09.293 “Cannabis Business Locations” as these are covered elsewhere in Title 5 and Title 9; and removal of Chapter 11.10 “Medical Marijuana Dispensaries” which is now unnecessary.

ENVIRONMENTAL

Pursuant to Section 15378 of the California Environmental Quality Act, the proposed amendments to the Municipal Code are procedural in nature and would not involve any change to land use or development standards, thus there is no potential for these Municipal Code changes to either directly or indirectly result in a physical impact on the environment. Therefore, staff has determined that the proposed amendments are not a project under the California Environmental Quality Act.

ALTERNATIVES

1. Recommend approval of proposed Recommended Actions as set forth in this staff report. *Staff recommends this alternative.*
2. Do not recommend approval of proposed Recommended Actions as set forth in this staff report. *Staff does not recommend this alternative.*

FISCAL IMPACT

There are no fiscal impacts anticipated from the approval and adoption of this Ordinance and Resolution, however there is the potential for an increase in tax revenue generated by additional commercial cannabis activities being permitted in the City.

NOTIFICATION

Notification was provided by publication of the agenda.

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.

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. Ordinance No. ____ - Title 9 Amendments
2. Ordinance No. ____ - Title 11 Amendments

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	6/26/20 7:56 AM
City Attorney Approval	<u>✓ Approved</u>	6/25/20 2:43 PM
City Manager Approval	<u>✓ Approved</u>	6/30/20 4:55 PM

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING TITLE 9 PLANNING AND ZONING OF THE MORENO VALLEY MUNICIPAL CODE REGARDING THE LOCATION AND OPERATION OF COMMERCIAL CANNABIS ACTIVITIES RELATED TO DISPENSARIES, TESTING, CULTIVATION, MANUFACTURING, MICROBUSINESSES, AND DISTRIBUTION CENTERS

WHEREAS, the City of Moreno Valley (“City”) has the authority and the responsibility to plan and regulate the use of property within the City under its police powers; and

WHEREAS, the City desires to maintain the quality of life and character of the City’s neighborhoods and to avoid placement of land uses that could result in negative impacts of property, social, and environmental values; and

WHEREAS, establishments that engage in the dispensing, testing, cultivation and manufacturing of cannabis products may, if not properly located and regulated, adversely affect the City’s interests for its continued economic growth and vitality; and

WHEREAS, permitting the dispensing, testing, cultivation, distribution, and manufacturing of cannabis establishments without appropriate regulation and controls will have adverse impacts to the health, safety, and welfare of the City and its residents; and

WHEREAS, City Council recognizes that regulated and licensed commercial cannabis activity is permitted in the State of California, although the Federal Controlled Substances Act, 21 U.S.C. Sections 801 et seq. classifies marijuana as a Schedule 1 Drug and makes it unlawful, under federal law, for any person to cultivate, manufacture, distribute, dispense, or possess with intent to manufacture, distribute or dispense marijuana; and

WHEREAS, pursuant to the authority granted to the City by Article XI, Section 7 of the California Constitution, the City may make and enforce within its limits all local police, sanitary, and other ordinance and regulations not in conflict with general laws and has the police power to adopt regulations designed to promote the public convenience or the general prosperity, as well as regulations designed to promote public health and safety; and

WHEREAS, in November, 2016, Proposition 64 was approved by the voters in California (“The Adult Use Marijuana Act”) (“AUMA”) (codified as amendments to California Health and Safety Code, Business and Professions Code, Revenue and Taxation Code and Food and Agricultural Code), establishing a comprehensive system to legalize, control and regulate the cultivation, processing, manufacturing, distribution, testing, and sale of non-medical marijuana, including marijuana products, for use by adults 21 years of age and older, and to tax the commercial growth and retail sale of marijuana, as well as other marijuana related activities; and

WHEREAS, on June 27, 2017 Governor Jerry Brown signed the “Medical and Adult-Use Cannabis Regulations and Safety Act” (“MAUCRSA”) which further amends and in some parts supersedes prior statutory enactments; and

WHEREAS, comprehensive zoning regulations and regulations upon the use of land and property within the City lie within the City’s police power; and

WHEREAS, the City Council desires to establish reasonable zoning, land use controls and regulations on the operation of marijuana-related businesses, which land use regulations are intended in part to address the potential for negative impacts and nuisance impacts of marijuana-related businesses; and

WHEREAS, it is the intent of the City Council of Moreno Valley to maintain local control over these matters to the fullest extent permitted by law, and it is further the City Council’s intention that nothing in this ordinance shall be construed, in any way, to expand or supersede state law controlling the rights to use, sell or possess marijuana; to engage in any public nuisance; to violate federal law, or to engage in any activity in relation to the cultivation, distribution, testing or consumption of marijuana that is otherwise illegal; and

WHEREAS, the City seeks to regulate cannabis dispensaries, testing, cultivation, distribution, and manufacturing, subject to the usual application process for a Conditional Use Permit (CUP) and discretionary approval of such CUP by the Planning Commission of the City of Moreno Valley; and

WHEREAS, cannabis cultivation, manufacturing and testing shall be conditionally permitted only in the Business Park (BP), Business Park-Mixed Use (BPX) and Light Industrial (LI) zoning districts of the City, cannabis dispensaries shall be conditionally permitted only in the Community Commercial (CC), Neighborhood Commercial (NC), and Business Park-Mixed Use (BPX) zoning districts of the City, cannabis microbusinesses shall be conditionally permitted only in the Business Park-Mixed Use (BPX) zone and cannabis distribution centers shall be conditionally permitted in all five zoning districts; and

WHEREAS, this amendment of the Moreno Valley Municipal Code (MVMC) is exempt from environmental review under the California Environmental Quality Act (CEQA) Guidelines until July 1, 2019, as established with Senate Bill 94 “Medicinal and Adult-Use Cannabis Regulation and Safety Act, which exempts the adoption of a specified ordinance, rule or regulation by a local jurisdiction that requires subsequent discretionary review of permits, licenses, or other authorizations to engage in commercial cannabis activity; and

WHEREAS, the City Council now desires to clarify and amend some of those regulations by amending Title 9 “Planning and Zoning.”

WHEREAS, all legal prerequisites to the adoption of this Ordinance have occurred.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY AS FOLLOWS:

Section 1. RECITALS

Attachment: Ordinance No. _____ - Title 9 Amendments [Revision 3] (4083 : PEN20-0071 - Cannabis Ordinance Updates)

That the above recitals are true and correct and are incorporated as though fully set forth herein.

Section 2. AMENDMENT TO “PERMITTED USES” TABLE 9.02.020-1 AND DELETION OF FOOTNOTES 18-23 OF SECTION 9.02.020 “PERMITTED USES” OF MORENO VALLEY MUNICIPAL CODE

That the “Permitted Uses” Table 9.02.020-1 of Section 9.02.020 “Permitted Uses” of the Moreno Valley Municipal Code pertaining to “Commercial Cannabis Activities” is hereby amended as follows: (a) “Testing,” “Cultivation” and “Manufacturing” uses shall be permitted within the Business Park (BP), Business Park - Mixed Use (BPX) and Light Industrial (LI) zoning districts citywide subject to the approval of a Conditional Use Permit (CUP) as set forth in the table below; (b) “Dispensary” uses shall be permitted in Community Commercial (CC), Neighborhood Commercial (NC), and Business Park - Mixed Use (BPX) zoning districts citywide subject to the approval of a CUP as set forth in the table below; (c) “Distribution Center” uses shall be permitted in Community Commercial (CC), Neighborhood Commercial (NC), Light Industrial (LI), Business Park (BP), and Business Park - Mixed Use (BPX) zoning districts citywide subject to the approval of a Conditional Use Permit (CUP) as set forth in the table below; and (d) “Microbusiness” uses shall be permitted in Community Commercial (CC) and Business Park - Mixed Use (BPX) zoning districts citywide subject to the approval of a Conditional Use Permit (CUP) as set forth in the table below; and footnotes 18 through 23 of Permitted Uses Table 9.02.020-1 shall be deleted as set forth below.

**AMENDED
Permitted Uses Table 9.02.020-1**

	HR	RR	R1	RA2	R2	R3	R5	RS10	R10	R15	R20	R30	MUN	MUC	MUI	NC	CC	VC	OC	O	P	I	LI	BP	BPX	OS	
Commercial Cannabis Activities																											
Cultivation																								M	M	M	
Dispensary																M	M									M	
Manufacturing																							M	M	M		
Testing																							M	M	M		
Microbusiness																	M									M	
Distribution Center																M	M						M	M	M		

Permitted Uses Table 9.02.020-1	
X -	Indicates stated use is permitted subject to district requirements.
C -	Indicates stated use is allowed with a conditional use permit.
◆ -	Indicates a use is permitted unless the use is located three hundred (300) feet or less from a residential zone or use, in which case the use is allowed with a conditional use permit. However, the expansion of an existing general manufacturing use is allowed without a conditional use permit regardless of its distance from residential zones or residential uses.
A -	Indicates a use is permitted with an adult business use permit, providing the requirements of Section 9.09.030 of this title are met.
S -	Indicates a use is permitted, providing the requirements of Section 9.09.280 (Smoke shops) of this title are met. A conditional use permit is required if dictated by the distance criteria.

M - Indicates a use is allowed with a conditional use permit, providing the requirements of Section 9.09.290 (Commercial cannabis activities) of this title are met.

- ~~18. See Section 9.09.290.C.1.c (Cannabis business locations and use) a maximum of five cannabis cultivation businesses are allowed citywide.~~
- ~~19. See Section 9.09.290.C.1.a (Cannabis business locations and use) a maximum of ten (10) cannabis dispensaries are allowed citywide.~~
- ~~20. See Section 9.09.290.C.1.d (Cannabis business locations and use) a maximum of five cannabis manufacturing businesses are allowed citywide.~~
- ~~21. See Section 9.09.290.C.1.b (Cannabis business locations and use) a maximum of two cannabis testing facilities are allowed citywide.~~
- ~~22. See Section 9.09.290.C.1.e (Cannabis business locations and use) a maximum of two cannabis microbusiness facilities are allowed citywide.~~
- ~~23. See Section 9.09.290.C.1.f (Cannabis business locations and use) a maximum of two cannabis distribution centers are allowed citywide.~~

Section 3. REPEAL OF SECTION 9.02.135 “COMMERCIAL NONMEDICAL MARIJUANA USE” OF THE MORENO VALLEY MUNICIPAL CODE

That Section 9.02.135 “Commercial Nonmedical Marijuana Use” of the Moreno Valley Municipal Code is hereby repealed in its entirety as follows:

~~9.02.135 Commercial nonmedical marijuana use.~~

~~A. Purpose and Intent. The city council finds and declares that the purpose and intent of this section is to prohibit all commercial nonmedical marijuana land uses in the city’s zoning code in order to protect the health, safety and welfare of the community. This section is not intended to interfere with a patient’s right to medical marijuana, as provided for in California Health and Safety Code Section 11362, nor does it criminalize medical marijuana possession or cultivation by specifically defined classifications of persons, pursuant to state law. This section is adopted to expressly prohibit the use of real property in all zones and districts of the city of Moreno Valley for the purpose of engaging in commercial nonmedical marijuana activities such as, for example, the sale, use, storage, transport, distribution, delivery, testing, grading, marketing, processing, manufacturing, cultivation or packaging of nonmedical marijuana and related products containing marijuana. This section is intended to impose temporary ban on the use of real property in the city for commercial nonmedical marijuana purposes.~~

~~B. Definitions:~~

~~1. “Commercial nonmedical marijuana uses” means any commercial or business enterprise, whether for profit or non-profit, engaged in, for example, the sale, use, storage, transport, distribution, delivery, testing, grading, marketing, processing, manufacturing, cultivation or packaging of nonmedical marijuana and related products containing marijuana.~~

~~2. “Marijuana” shall have the meaning as provided in California Health and Safety Code Section 11018.~~

~~3. “Medical marijuana” means marijuana for medical purposes upon the recommendation of a physician under the Compassionate Use Act of 1996.~~

~~C. Prohibition. Commercial nonmedical marijuana uses, as defined in Section 9.02.165(B), are prohibited in all zones and districts of the city of Moreno Valley. (Ord. 916 § 3, 2016)~~

Section 4. AMENDMENTS TO CERTAIN PROVISIONS OF SECTION 9.09.290 “COMMERCIAL CANNABIS ACTIVITY REGULATIONS” OF THE MORENO VALLEY MUNICIPAL CODE

That the following provisions of Section 9.09.290 of Moreno Valley Municipal Code are hereby amended as follows:

C. Cannabis Business Locations and Use

1. Locations ~~and Numbers~~ of Permits by Land Use Type Allowed. ~~A~~ **The** maximum **number** of ~~twenty seven (27) businesses with approved~~ conditional use permits for commercial cannabis activity ~~will to~~ be allowed to operate in the city at any one time **shall be set by City Council Resolution**. Commercial cannabis land use activities may be allowed to establish in the city within the business park (BP), business park-mixed use (BPX), light industrial (LI), community commercial (CC), and neighborhood commercial (NC) zoning districts, with limitations, as follows.

a. Dispensaries. ~~A maximum of eight~~ **C**ommercial cannabis dispensaries may be allowed to establish within the community commercial (CC), neighborhood commercial (NC) and business park-mixed use (BPX) zoning districts, with a properly secured conditional use permit approved through the planning commission.

b. Testing. ~~A maximum of two~~ **C**ommercial cannabis testing facilities may be allowed to establish within business park (BP), business park-mixed use (BPX), and light industrial (LI) zoning districts, with a properly secured conditional use permit approved through the planning commission.

c. Cultivation. ~~A maximum of eight~~ **C**ommercial cannabis cultivation facilities may be allowed to establish within the business park (BP), business park-mixed use (BPX), and light industrial (LI) zoning districts, with a properly secured conditional use permit approved through the planning commission.

d. Manufacturing. ~~A maximum of five~~ **C**ommercial cannabis manufacturing facilities may be allowed to establish within the business park (BP), business park-mixed use (BPX), and light industrial (LI) zoning districts, with a properly secured conditional use permit approved through the planning commission.

e. Microbusiness. ~~A maximum of two~~ **C**annabis microbusiness facilities may be allowed to establish in the city, within the business park-mixed use (BPX) and community commercial (CC) zoning districts, with a properly secured conditional use permit approved through the planning commission.

f. Distribution Center. ~~A maximum of two~~ **C**annabis distribution centers may be allowed to establish in the city, within the community commercial (CC),

neighborhood commercial (NC), business park (BP), business park-mixed use (BPX), and light industrial (LI) zoning districts, with a properly secured conditional use permit approved through the planning commission.

E. Specific Use Requirements.

4. Commercial Cannabis Dispensaries.

a. Commercial cannabis dispensary facilities shall require a properly secured conditional use permit approved by the planning commission and will only be allowed in the community commercial (CC), neighborhood commercial (NC) and business park-mixed use (BPX) zoning districts.

b. No cannabis or marijuana raw materials or products shall be visible from the exterior of any structure, facility, or building in which commercial cannabis dispensaries are being conducted. All commercial cannabis dispensaries must take place within a fully enclosed, secured and permanent structure (with accommodations in place at all times to allow for and facilitate unlimited/unrestricted access throughout the premises by emergency service personnel).

c. A commercial cannabis dispensary shall have designated locked storage on the dispensary property, identified and approved as a part of the security plan, for after-hours storage of medicinal and adult use recreational cannabis and cannabis infused products. All cannabis and cannabis infused products shall be stored at the dispensary property in secured rooms that are completely enclosed or in a safe that is bolted to the floor (with accommodations in place at all times to allow for and facilitate unlimited/unrestricted access throughout the premises by emergency service personnel).

d. All entrances into a commercial cannabis dispensary’s building shall include high visibility from the main front door exterior at all times with entry controlled by dispensary personnel.

~~e. A commercial cannabis dispensary shall not provide any form of delivery service. All distribution of cannabis must be conducted within the enclosed building areas of the dispensary property between the seller and buyer.~~

ef. No person shall smoke, ingest, or otherwise consume cannabis in any form on, or within twenty (20) feet of, the dispensary site.

fe. No commercial cannabis dispensary owner or employee shall: (i) cause or permit the sale, distribution, or consumption of alcoholic beverages on the dispensary property; (ii) hold or maintain a license from the State Division of Alcoholic Beverage Control for the sale of alcoholic beverages; or (iii) operate a business on or adjacent to the dispensary property that sells alcoholic beverages. No alcoholic beverages shall be allowed or stored on the dispensary property.

gf. Hours of operation for a cannabis dispensary shall be established on a case-by-case basis as conditioned under the conditional use permit (CUP).

Attachment: Ordinance No. ___ - Title 9 Amendments [Revision 3] (4083 : PEN20-0071 - Cannabis Ordinance Updates)

h. Commercial cannabis dispensary or distribution operations shall be consistent with all other applicable federal, state and local requirements, including Moreno Valley Municipal Code Title 5.

7. Building Size and Operation.

a. The size and height of a building used for a commercial cannabis activity shall be governed by the permitted development standards of the underlying zoning district, and for commercial cannabis cultivation uses the interior space used for growing marijuana plants shall not exceed canopy size regulations set forth in state law, Chapter 6, Section 26061. In no case shall the size of the commercial cannabis canopy within any single facility exceed twenty-two thousand (22,000) square feet.

b. All operations conducted and equipment used must be in compliance with all applicable state and local regulations, including all building, electrical and fire codes.

c. Different types of commercial cannabis activities may not be located within the same building or structure without appropriate demising walls approved through the community development department, building division and fire department, and each separate commercial cannabis activity must have distinct separate operating permits issued by the city and state, and CUP issued by the city.

~~d. An approved automatic fire sprinkler system, designed in compliance with the California Fire Code is required in every building that houses a commercial cannabis business. This requirement is a minimum standard and does not preclude the city from imposing additional fire prevention measures as deemed necessary by the fire marshal on a case-by-case basis.~~

12. Site Security.

a. Security surveillance cameras and a video recording system must be installed to monitor all doors into and out of the buildings on the site, the parking lot, loading areas, and all exterior sides of the property adjacent to the public rights-of-way. The cameras and recording system must be of adequate quality, color rendition, and resolution to allow the identification of any individual present on the site. The recording system must be capable of exporting the recorded video in standard MPEG formats to another common medium, such as a DVD or USB drive.

b. Professionally and centrally monitored fire, sprinkler, robbery, and burglar alarm systems must be installed ***as required*** and maintained in good working condition. The alarm system must include a private security company that is required to respond to every alarm.

Section 5. REPEAL OF SECTION 9.09.293 “CANNABIS BUSINESS LOCATIONS AND USE” OF THE MORENO VALLEY MUNICIPAL CODE

Attachment: Ordinance No. _____ - Title 9 Amendments [Revision 3] (4083 : PEN20-0071 - Cannabis Ordinance Updates)

That Section 9.09.293 “Cannabis Business Locations and Use” of Moreno Valley Municipal Code is hereby repealed in its entirety as follows:

~~9.09.293 Cannabis business locations and use.~~

~~A. Locations and Numbers of Permits by Land Use Type Allowed. The city council shall adopt by resolution the number of each type of commercial cannabis business that shall be permitted to operate in the city, as well as the total number of all types of commercial cannabis business permits. Commercial cannabis land use activities may be allowed to establish in the city within the Business Park (BP), Business Park-Mixed Use (BPX), Light Industrial (LI), Community Commercial (CC), and Neighborhood Commercial (NC) zoning districts, with limitations, as follows.~~

~~1. Dispensaries Commercial cannabis dispensaries may be allowed to establish within the Community Commercial (CC), Neighborhood Commercial (NC) and Business Park-Mixed Use (BPX) zoning districts, with a properly secured conditional use permit approved through the planning commission.~~

~~2. Testing Commercial cannabis testing facilities may be allowed to establish within Business Park (BP), Business Park-Mixed Use (BPX), and Light Industrial (LI) zoning districts, with a properly secured conditional use permit approved through the planning commission.~~

~~3. Cultivation Commercial cannabis cultivation facilities may be allowed to establish within the Business Park (BP), Business Park-Mixed Use (BPX), and Light Industrial (LI) zoning districts, with a properly secured conditional use permit approved through the planning commission.~~

~~4. Manufacturing Commercial cannabis manufacturing facilities may be allowed to establish within the Business Park (BP), Business Park-Mixed Use (BPX), and Light Industrial (LI) zoning districts, with a properly secured conditional use permit approved through the planning commission.~~

~~5. Microbusiness Commercial cannabis microbusiness facilities may be allowed to establish in the city, only within the Business Park-Mixed Use (BPX) zoning districts, with a properly secured conditional use permit approved through the planning commission.~~

~~6. Distribution Center Commercial cannabis distribution centers may be allowed to establish in the city, within the Community Commercial (CC), Neighborhood Commercial (NC), Business Park (BP), Business Park-Mixed Use (BPX), and Light Industrial (LI) zoning districts, with a properly secured conditional use permit approved through the planning commission.~~

~~B. Conditional Use Permit Required. In order to lawfully operate, all commercial cannabis activities including dispensaries, testing laboratories, cultivation, microbusiness, distribution, and manufacturing facilities shall require an approved conditional use permit as provided under Chapter 9.02, Section 9.02.060 of this code, along with a valid commercial cannabis business permit and a valid state license. (Ord. 945 § 1, 2018)~~

Section 6. SEVERABILITY

That the City Council declares that, should any provision, section, paragraph, sentence or word of this ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this ordinance as hereby adopted shall remain in full force and effect.

Section 7. REPEAL OF CONFLICTING PROVISIONS

That all the provisions of the Municipal Code as heretofore adopted by the City of Moreno Valley that are in conflict with the provisions of this ordinance are hereby repealed.

Section 8. EFFECTIVE DATE

That this ordinance shall take effect thirty (30) days after its second reading.

Section 9. CERTIFICATION

That the City Clerk shall certify to the passage of this ordinance and shall cause the same to be published according to law.

INTRODUCED at a regular meeting of the City Council on July 7, 2020 and PASSED, APPROVED, and ADOPTED by the City Council on September 1, 2020 by the following roll call vote, to wit:

Dr. Yxstian A. Gutierrez
Mayor
City of Moreno Valley

ATTEST:

Pat Jacquez-Nares, City Clerk

APPROVED AS TO FORM:

Steven B. Quintanilla, Interim City Attorney

Attachment: Ordinance No. ____ - Title 9 Amendments [Revision 3] (4083 : PEN20-0071 - Cannabis Ordinance Updates)

ORDINANCE 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 Ordinance No. 2020-_____ was introduced at a regular meeting of the City Council of the City of MORENO VALLEY held on the 7th day of July, 2020 and was passed by the City Council of the City of MORENO VALLEY at a regular meeting held the 1st day of September, 2020, by the following vote

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

Attachment: Ordinance No. _____ - Title 9 Amendments [Revision 3] (4083 : PEN20-0071 - Cannabis Ordinance Updates)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING TITLE 11 PEACE, MORALS AND SAFETY OF THE MORENO VALLEY MUNICIPAL CODE REGARDING MEDICAL MARIJUANA DISPENSARIES

WHEREAS, the City of Moreno Valley (“City”) has the authority and the responsibility to plan and regulate the use of property within the City under its police powers; and

WHEREAS, the City desires to maintain the quality of life and character of the City’s neighborhoods and to avoid placement of land uses that could result in negative impacts of property, social, and environmental values; and

WHEREAS, establishments that engage in the dispensing, testing, cultivation and manufacturing of cannabis products may, if not properly located and regulated, adversely affect the City’s interests for its continued economic growth and vitality; and

WHEREAS, permitting the dispensing, testing, cultivation, distribution, and manufacturing of cannabis establishments without appropriate regulation and controls will have adverse impacts to the health, safety, and welfare of the City and its residents; and

WHEREAS, City Council recognizes that regulated and licensed commercial cannabis activity is permitted in the State of California, although the Federal Controlled Substances Act, 21 U.S.C. Sections 801 et seq. classifies marijuana as a Schedule 1 Drug and makes it unlawful, under federal law, for any person to cultivate, manufacture, distribute, dispense, or possess with intent to manufacture, distribute or dispense marijuana; and

WHEREAS, pursuant to the authority granted to the City by Article XI, Section 7 of the California Constitution, the City may make and enforce within its limits all local police, sanitary, and other ordinance and regulations not in conflict with general laws and has the police power to adopt regulations designed to promote the public convenience or the general prosperity, as well as regulations designed to promote public health and safety; and

WHEREAS, in November, 2016, Proposition 64 was approved by the voters in California (“The Adult Use Marijuana Act”) (“AUMA”) (codified as amendments to California Health and Safety Code, Business and Professions Code, Revenue and Taxation Code and Food and Agricultural Code), establishing a comprehensive system to legalize, control and regulate the cultivation, processing, manufacturing, distribution, testing, and sale of non-medical marijuana, including marijuana products, for use by adults 21 years of age and older, and to tax the commercial growth and retail sale of marijuana, as well as other marijuana related activities; and

WHEREAS, on June 27, 2017 Governor Jerry Brown signed the “Medical and Adult-Use Cannabis Regulations and Safety Act” (“MAUCRSA”) which further amends and in some parts supersedes prior statutory enactments; and

Attachment: Ordinance No. _____ - Title 11 Amendments [Revision 3] (4083 : PEN20-0071 - Cannabis Ordinance Updates)

WHEREAS, comprehensive zoning regulations and regulations upon the use of land and property within the City lie within the City’s police power; and

WHEREAS, the City Council desires to establish reasonable zoning, land use controls and regulations on the operation of marijuana-related businesses, which land use regulations are intended in part to address the potential for negative impacts and nuisance impacts of marijuana-related businesses; and

WHEREAS, it is the intent of the City Council of Moreno Valley to maintain local control over these matters to the fullest extent permitted by law, and it is further the City Council’s intention that nothing in this ordinance shall be construed, in any way, to expand or supersede state law controlling the rights to use, sell or possess marijuana; to engage in any public nuisance; to violate federal law, or to engage in any activity in relation to the cultivation, distribution, testing or consumption of marijuana that is otherwise illegal; and

WHEREAS, the City Council now desires to clarify and amend some of those regulations by amending Title 11 “Peace, Morals and Safety”; and

WHEREAS, all legal prerequisites to the adoption of this Ordinance have occurred.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY AS FOLLOWS:

Section 1. RECITALS

That the above recitals are true and correct and are incorporated as though fully set forth herein.

Section 2. REPEAL OF CHAPTER 11.10 “MEDICAL MARIJUANA DISPENSARIES” OF THE MORENO VALLEY MUNICIPAL CODE

That Chapter 11.10 “Medical Marijuana dispensaries” of the Moreno Valley Municipal Code is hereby repealed in its entirety as follows:

~~11.10.010 Purpose and findings.~~

~~The city council finds that federal and state laws prohibiting the possession, sale and distribution of marijuana would preclude the opening of medical marijuana dispensaries sanctioned by the city of Moreno Valley, and in order to serve the public health, safety and welfare of the residents and businesses within the city, the declared purpose of this chapter is to prohibit medical marijuana dispensaries as stated in this chapter. (Ord. 768 § 1, 2008; Ord. 767 § 1, 2008)~~

~~11.10.020 Definitions.~~

~~The following terms and phrases, whenever used in this chapter, shall be construed as defined in this section:~~

Attachment: Ordinance No. _____ - Title 11 Amendments [Revision 3] (4083 : PEN20-0071 - Cannabis Ordinance Updates)

~~“Identification card” means a document issued by the California State Department of Health Services which identifies a person authorized by the state to engage in the medical use of marijuana and the person’s designated primary caregiver, if any.~~

~~“Medical marijuana” means marijuana used for medical purposes where that medical use is deemed appropriate and has been recommended by a physician who has determined that the person’s health would benefit from the use of marijuana in the treatment of cancer, anorexia, AIDS, chronic pain, spasticity, glaucoma, arthritis, migraine, or any other serious medical condition for which marijuana is deemed to provide relief as defined by subsection (h) of California Health and Safety Code Section 11362.7.~~

~~“Medical marijuana dispensary” means any facility, vehicle, structure or location, utilized in full or in part, as a place where medical marijuana is made available, sold, traded, exchanged, bartered, located, stored, placed, cultivated and/or distributed by or to three or more of the following: a qualified patient, a person with an identification card, or a primary caregiver. Each of these terms is defined herein and shall be interpreted in strict accordance with California Health and Safety Code Sections 11362.5 and 11362.7 et seq., as such sections may be amended from time to time. “Medical marijuana dispensary” shall not include a state licensed “in patient” medical treatment facility, but only to the extent that it dispenses medical marijuana in accordance with state law to patients admitted to that facility for in-patient treatment.~~

~~“Primary caregiver” means the individual, designated by a qualified patient or by a person with an identification card, who has consistently assumed responsibility for the housing, health or safety of that patient or person.~~

~~“Physician” means an individual who possesses a recognition in good standing to practice medicine or osteopathy issued by the Medical Board of California or the Osteopathic Medical Board of California and who has taken responsibility for an aspect of the medical care, treatment, diagnosis, counseling or referral of a patient and who has conducted a medical examination of that patient before recording in the patient’s medical record the physician’s assessment of whether the patient has a serious medical condition and whether the medical use of marijuana is appropriate.~~

~~“Qualified patient” means a person who is entitled to the protections of California Health and Safety Code Section 11362.5, but who does not have an identification card issued by the California State Department of Health Services. (Ord. 768 § 1, 2008; Ord. 767 § 1, 2008)~~

11.10.030 Prohibitions.

~~It is unlawful for any person or entity to own, manage, conduct or operate any medical marijuana dispensary or to participate as an employee, contractor, agent or volunteer, or in any other manner or capacity, in any medical marijuana dispensary in the city of Morono Valley. (Ord. 768 § 1, 2008; Ord. 767 § 1, 2008)~~

11.10.040 Use or activity prohibited by state or federal law.

~~Nothing contained in this chapter shall be deemed to permit or authorize any use or activity which is otherwise prohibited by any state or federal law. (Ord. 768 § 1, 2008; Ord. 767 § 1, 2008)~~

Section 3. SEVERABILITY

That the City Council declares that, should any provision, section, paragraph, sentence or word of this ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this ordinance as hereby adopted shall remain in full force and effect.

Section 4. REPEAL OF CONFLICTING PROVISIONS

That all the provisions of the Municipal Code as heretofore adopted by the City of Moreno Valley that are in conflict with the provisions of this ordinance are hereby repealed.

Section 5. EFFECTIVE DATE

That this ordinance shall take effect thirty (30) days after its second reading.

Section 6. CERTIFICATION

That the City Clerk shall certify to the passage of this ordinance and shall cause the same to be published according to law.

INTRODUCED at a regular meeting of the City Council on July 7, 2020 and PASSED, APPROVED, and ADOPTED by the City Council on September 1, 2020 by the following roll call vote, to wit:

Dr. Yxstian A. Gutierrez
Mayor
City of Moreno Valley

ATTEST:

Pat Jacquez-Nares, City Clerk

APPROVED AS TO FORM:

Steven B. Quintanilla, Interim City Attorney

Attachment: Ordinance No. ____ - Title 11 Amendments [Revision 3] (4083 : PEN20-0071 - Cannabis Ordinance Updates)

ORDINANCE 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 Ordinance No. 2020-_____ was introduced at a regular meeting of the City Council of the City of MORENO VALLEY held on the 7th day of July, 2020 and was passed by the City Council of the City of MORENO VALLEY at a regular meeting held the 1st day of September, 2020, by the following vote

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

Attachment: Ordinance No. _____ - Title 11 Amendments [Revision 3] (4083 : PEN20-0071 - Cannabis Ordinance Updates)



Report to City Council

TO: Mayor and City Council

FROM: Manuel A. Mancha, Community Development Director

AGENDA DATE: July 7, 2020

TITLE: SECOND READING OF ORDINANCE NO. 967, APPROVING THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND HF PROPERTIES, A CALIFORNIA GENERAL PARTNERSHIP, SUNNYMEAD PROPERTIES, A DELAWARE GENERAL PARTNERSHIP, THEODORE PROPERTIES PARTNERS, A DELAWARE GENERAL PARTNERSHIP, 13451 THEODORE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AND HL PROPERTY PARTNERS, A DELAWARE GENERAL PARTNERSHIP (COLLECTIVELY "HF") FOR THE WORLD LOGISTICS CENTER

RECOMMENDED ACTION

Recommendation:

1. That the City Council adopt Ordinance No. 967 approving **only** the WLC Development Agreement.

SUMMARY

This staff report recommends adoption of Ordinance No. 967, introduced at the last City Council meeting on June 16, 2020, approving the Development Agreement attached as Exhibit A, between the City of Moreno Valley and HF, to preserve the public benefits of the WLC Project.

DISCUSSION

Pursuant to Section 9.02.110 (Development agreements) and Section 65867.5 of the California Government Code, a development agreement is considered a legislative act that shall be approved by ordinance. The WLC Development Agreement was reviewed by the Planning Commission in the context of a noticed public hearing held on May 14,

2020, along with the WLC Revised Final Environmental Impact Report and a Tentative Parcel Map for Financing and Conveyance Purposes Only. After receiving extensive public testimony, the Planning Commission recommended that the City Council adopt the requisite ordinance approving the WLC Development Agreement. Thereafter, on June 16 2020, the City Council conducted a noticed public hearing at which the City Council considered the WLC Development Agreement, along with hearing the appeals of the Planning Commission's decisions to certify the Revised Final EIR and approve the Tentative Parcel Map. After receiving extensive public testimony, the City Council at the conclusion of the public hearing voted to affirm the Planning Commission's decisions and introduce the attached ordinance approving the WLC Development Agreement based on the following findings:

- That the WLC Development Agreement is consistent with the goals, objectives, policies, general land uses and programs specified in the general plan and any applicable specific plan;
- That the WLC Development Agreement is compatible with the uses authorized in, and the regulations prescribed for, the land use district in which the real property is located;
- That the WLC Development Agreement is in conformity with public convenience, general welfare and good land use practice;
- That the WLC Development Agreement will not be detrimental to the public health, safety and general welfare; and
- That the WLC Development Agreement will not adversely affect the orderly development or the preservation of property values for the subject property or any other property.

The WLC Development Agreement addresses the following Public Benefits that the WLC Development Agreement will require HF to provide upon development of the WLC Project:

- The WLC Project will result in 85 acres of land being annexed to the City and the Community Services District;
- Developer's payment of Development Impact Fees will cover costs associated with City Police Facilities, City Hall Facilities, the City's Corporate Yard Facilities and Maintenance Equipment;
- Developer's right to sell, transfer, or assign certain parts of the WLC Project will be subject to the City's prior written approval;
- Developer will be required to pay for all development services provided by the City once the City designates a WLC Coordinator;
- Any costs associated with using qualified private entities or persons will be the responsibility of Developer;
- Developer will be responsible for paying for or constructing all traffic circulation-related improvements, except for those that are paid by fees imposed on other developers for their fair share of the cost of particular improvements needed to accommodate their respective projects;

- Developer will be required, at its own cost, to provide a fully constructed, fully equipped fire station and fire station site, including fire trucks, as specified by the City's Fire Chief;
- Developer will establish a WLC Local Hiring Program, at Developer's cost to identify, align and facilitate educational interests and programs with workforce development programs that facilitate the hiring of Moreno Valley residents for job opportunities at the WLC Project, and associated jobs in industries that support the WLC Project;
- Developer will require its contractors, suppliers and tenants to be active participants in Moreno Valley Employment Resource Center ("ERIC") programs including, but not limited to, utilizing the Eric's job opportunity announcements program;
- Developer will actively participate in the Hire MoVal Incentive Program;
- Developer will contribute up to \$6,993,000, to be used by the City to provide and enhance educational and workforce development training in the logistics industries; and
- Developer will contribute up to \$500,000 to develop freeway related landscaping, bridge architectural concepts, engineering and freeway signage regulations.

In summary, the adoption of the WLC Development Agreement will assure that the WLC Project will be developed in an orderly manner that preserves and/or enhances property values while ensuring that the Public Benefits promised to the City and its residents by the Developer remain intact and enforceable.

In light of the foregoing, Staff recommended to both the Planning Commission and the City Council that the City Council approve and adopt the Development Agreement to preserve the Public Benefits that the WLC Developer will be legally obligated and bound to provide to the City and its residents as part and parcel of the development of the WLC Project.

Moreover, if the City Council approves the Development Agreement, the Ordinance approving the Development Agreement will also formally repeal and set aside Ordinance No. 901 which approved the former WLC Development Agreement in 2015, which was vacated by Hon. Judge Waters in the Peremptory Writ of Mandate issued June 7, 2018. (Case No: RIC 1510967 [MF])

ALTERNATIVES

The City Council has the following alternatives to consider:

1. Conduct the second reading by title only and adopt Ordinance No. 967.
2. Provide alternate direction to staff.

FISCAL IMPACT

Adoption of the WLC Development Agreement via approval of the attached Ordinance will preserve the Public Benefits that the WLC Developer will be legally obligated and

bound to provide to the City and its residents as part and parcel of the development of the WLC Project.

NOTIFICATION

The agenda was posted in accordance with the Brown Act.

PREPARATION OF STAFF REPORT

Prepared By:
Julia Descoteaux
Associate Planner

Department Head Approval Concurring By:
Manuel Mancha
Community Development Director

CITY COUNCIL GOALS

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

CITY COUNCIL STRATEGIC PRIORITIES

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

ATTACHMENTS

- 1. Exhibit A - Ordinance 967 Approving WLC Development Agreement

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	6/26/20 7:54 AM
City Attorney Approval	<u>✓ Approved</u>	6/29/20 9:00 AM
City Manager Approval	<u>✓ Approved</u>	6/29/20 9:05 AM

ORDINANCE NUMBER 2020-967

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE WORLD LOGISTICS CENTER DEVELOPMENT AGREEMENT

WHEREAS, the City of Moreno Valley is a general law city and a municipal corporation of the State of California; and

WHEREAS, HF Properties, a California general partnership, Sunnymead Properties, a Delaware general partnership, Theodore Properties Partners, a Delaware general partnership, 13451 Theodore, LLC, a California limited liability company, and HL Property Partners, a Delaware general partnership (collectively "HF") has a legal and equitable interests in approximately two thousand, two hundred sixty three (2263) acres of real property located in the region commonly referenced as the Rancho Belago area of the City of Moreno Valley, as described in the legal description set forth in Exhibit "A-1" and as illustrated in the depiction set forth in Exhibit "A-2" ("Subject Property"); and

WHEREAS, the World Logistics Center Specific Plan allows the development of approximately forty million, six hundred thousand (40,600,000) square feet of industrial, logistics, warehouse and support use on the land subject to the World Logistics Center Specific Plan ("Project"); and

WHEREAS, on November 24, 2015, the City Council unanimously approved the World Logistics Center Land Use and Zoning Entitlements Initiative, also known as the "Moreno Valley Jobs initiative," which amended the General Plan of the City of Moreno Valley, amended the City of Moreno Valley Zoning Map, repealed the Moreno Highlands Specific Plan, and adopted the World Logistics Center Specific Plan, and imposed certain Project Conditions of Development; and

WHEREAS, on November 24, 2015, the Moreno Valley Community Services District Board of Directors also unanimously approved the "WLC Land Benefit Initiative" to request that the Riverside County Local Agency Formation Commission initiate the process for the Moreno Valley Community Services District to annex an 85-acre parcel along Gilman Springs Road; and

WHEREAS, HF submitted Tentative Parcel Map No. 36457 for Finance and Conveyance Purposes only, subject to subsequent processing and recordation of a future map for development purposes; and

WHEREAS, a Revised Final Environmental Impact Report was prepared for the "Project," as described and depicted in the World Logistics Center Land Use and Zoning Entitlements Initiative, WLC Land Benefit Initiative, Tentative Parcel Map No. 36457 and this Development Agreement; and

Ordinance No. 967
Date Adopted: July 7, 2020

WHEREAS, to strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the California State Legislature adopted Sections 65864 et seq. of the California Government Code, "Development Agreement Statute" which authorizes cities to enter into property development agreements with any person(s) or entity(ies) having a legal or equitable interest in real property for the development of such real property in order to establish certain development rights in the real property; and

WHEREAS, Title 9, Section 9.02.110 ("Development Agreements") of the Moreno Valley Municipal Code acknowledges that the Development Agreement Statute permits local agencies and property owners to enter into development agreements as to matters such as the density, intensity, timing and conditions of development of real properties and that development agreements provide an enhanced degree of certainty in the development process for both the property owner/developer and the public agency; and

WHEREAS, the Agreement will eliminate uncertainty in planning for and secure orderly development of the Subject Property, assure progressive installation of necessary improvements, and ensure attainment of the maximum effective utilization of resources within City at the least economic cost to its citizens; and

WHEREAS, based on the foregoing recitals, City has determined that this Agreement is appropriate under the Development Agreement Statute and the City's "Development Agreement" provisions set forth in Title 9, Section 9.02.110 of the Municipal Code; and

WHEREAS, the Agreement is voluntarily entered into in consideration of the benefits to and the rights created in favor of each of the parties hereto and in reliance upon the various representations and warranties contained herein; and

WHEREAS, the City is authorized to enter into development agreements with persons having legal or equitable interests in real property for the development of such property pursuant to California State general laws: Article 2.5 of Chapter 4 of Division I of Title 7 of the California Government Code commencing with section 65864 (the "Development Agreement Law"), and Article XI, Section 7, of the California Constitution, together with City ordinances; and

WHEREAS, the development of the Subject Property will generate a variety of public benefits to the City, its residents, property owners, taxpayers and surrounding communities; and

WHEREAS, the Project is believed to substantially advance the goals of the City's adopted Economic Development Action Plan, expand and improve the City's property and sales tax base, invest significant private capital into the local

Ordinance No. 967

Date Adopted: July 7, 2020

economy, generate extensive construction employment and new permanent employment opportunities for Moreno Valley and the region, and will improve the severe jobs to housing imbalance that currently exists in the City; and

WHEREAS, among the public benefits, the development of the Project pursuant to the WLCSP will implement goals, objectives and policies of the City’s General Plan, and the WLCSP, which will provide logistics development, public utility and open space uses for the Subject Property and for the City; and

WHEREAS, in exchange for the duties and obligations imposed by this Agreement, HF will receive the vested right to develop the Subject Property in accordance with the terms of the Agreement; and

WHEREAS, on May 14, 2020, the Planning Commission, at a duly noticed public hearing adopted Resolution 2020-20, approving and certifying the Revised Final Environmental Impact Report (SCH # 2012021045) and approved and adopted the related Mitigation Monitoring and Reporting Program and a Statement of Overriding Considerations and the findings contained therein; and

WHEREAS, on May 14, 2020, the Planning Commission, at a duly noticed public hearing adopted in Resolution 2020- 21, approving Tentative Parcel Map 36457 for Finance and Conveyance Purposes Only (PEN20-0017); and

WHEREAS, on May 14, 2020, the Planning Commission, at a duly noticed public hearing held pursuant to the Development Agreement Statute and the “Development Agreement” provisions set forth in Title 9, Section 9.02.110 of the Municipal Code, adopted Resolution 2020-22 recommending That the City Council adopt the requisite ordinance approving the 2020 World Logistics Center Development Agreement as attached hereto; and

WHEREAS, the City Council find and determine that the Agreement is consistent with the goals, objectives, policies, general land uses and programs specified in the City General Plan, as amended by the Project Approvals; is compatible with the uses authorized in and the land use regulations prescribed by the City in its Zoning Code; and will promote and encourage the development of the Subject Property by providing a greater degree of certainty with respect thereto, while also providing specified public benefits to the City; and

WHEREAS, on June 16, 2020, after a duly noticed public hearing held pursuant to the Development Agreement Law and the “Development Agreement” provisions set forth in Title 9, Section 9.02.110 of the Municipal Code, the City Council approved the introduction of Ordinance No. 967 (the “Enacting Ordinance”) that approves and adopts the Agreement and authorize its execution on behalf of the City.

Ordinance No. 967
Date Adopted: July 7, 2020

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY DOES ORDAIN AS FOLLOWS:

SECTION 1. RECITALS

That the above Recitals are true and correct and are incorporated as though fully set forth herein.

SECTION 2. APPROVAL OF DEVELOPMENT AGREEMENT

That the City Council hereby approves the Development Agreement by and between the City of Moreno Valley and HF Properties, a California general partnership, Sunnymead Properties, a Delaware general partnership, Theodore Properties Partners, a Delaware general partnership, 13451 Theodore, LLC, a California limited liability company, and HL Property Partners, a Delaware general partnership (collectively "HF") and authorizes the Mayor to execute the Development Agreement on behalf of the City of Moreno Valley.

SECTION 3. REPEAL OF ORDINANCE NO. 901

That Ordinance No. 901 which approved the former WLC the Development Agreement in August 2015 is hereby repealed and set aside, which, although not ordered set aside by Hon. Judge Waters in the Peremptory Writ of Mandate issued June 7, 2018. (Case No: RIC 1510967 [MF]), had been approved in reliance on the previous Final EIR because the Development Agreement adopted through the initiative process in November, 2015, found to have been valid at the time the Writ of Mandate was issued, was set aside by the Court of Appeal in August, 2018.

SECTION 4. SEVERABILITY

That the City Council declares that, should any provision, section, paragraph, sentence or word of this Ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Ordinance as hereby adopted shall remain in full force and effect.

SECTION 5. EFFECTIVE DATE OF ORDINANCE

That this Ordinance shall take effect thirty (30) days after its second reading by the City Council.

SECTION 6. CERTIFICATION

That the City Clerk shall certify to the passage of this Ordinance and shall cause the same to be published according to law.

Ordinance No. 967
Date Adopted: July 7, 2020

APPROVED AND ADOPTED this 7th day of July, 2020.

Dr. Yxstian A. Gutierrez
Mayor
City of Moreno Valley

ATTEST:

Pat Jacquez-Nares, City Clerk

APPROVED AS TO FORM:

Steven B. Quintanilla, Interim City Attorney

Ordinance No. 967
Date Adopted: July 7, 2020

ATTACHMENT "A"
WLC DEVELOPMENT AGREEMENT
SEE ATTACHED

Ordinance No. 967
Date Adopted: July 7, 2020

Recording Requested by And
When Recorded Return to:

City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92552
Attn: City Clerk

[Exempt From Recording Fee Per Gov. Code § 27383]

DEVELOPMENT AGREEMENT
(World Logistics Center)

This DEVELOPMENT AGREEMENT (“Agreement”) is entered into as of this ____ day of _____, 2020, by and between the CITY OF MORENO VALLEY, a California general law municipal corporation (“City”), and HF PROPERTIES, a California general partnership, SUNNYMEAD PROPERTIES, a Delaware general partnership, THEODORE PROPERTIES PARTNERS, a Delaware general partnership, 13451 THEODORE, LLC, a California limited liability company, and HL PROPERTY PARTNERS, a Delaware general partnership (collectively “HF”). The City and HF hereafter are referred to collectively as the “Parties” and individually as a “Party.”

RECITALS

A. Consistent with the City’s economic development and general plan, the City and HF have agreed to enter into this Agreement because the World Logistics Center will be a master planned business park specifically designed to support large global companies and their business and logistics operations which will be a significant revenue generating, job creating and training/education project as further detailed in Exhibit A-3.

B. The City is authorized to enter into development agreements with persons having legal or equitable interests in real property for the development of such property pursuant to California State general laws: Article 2.5 of Chapter 4 of Division I of Title 7 of the California Government Code commencing with section 65864 (the “Development Agreement Law”), and Article XI, Section 7, of the California Constitution, together with City ordinances.

C. The City has enacted an ordinance, codified and set forth in the Moreno Valley Municipal Code as Title 9, Section 9.02.110 (the “Development Agreement Ordinance”) that establishes the procedures and requirements for its consideration of such development agreements upon application by, or on behalf of, persons having legal or equitable interests in real property pursuant to the Development Agreement Law.

D. HF represents and hereby warrants that it has a legal and equitable interests in approximately two thousand, two hundred sixty three (2263) acres of real property located in the region commonly referenced as the Rancho Belago area of the City, as described in the legal

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Ordinance No. 967
Date Adopted: July 7, 2020

description set forth in Exhibit "A-1" and as illustrated in the depiction set forth in Exhibit "A-2" (the "Subject Property"). The City has been provided proof of the records HF relies upon for the representation and warranty by HF. City is relying upon this evidence and considers it to be an element of HF's consideration for this Agreement.

E. In clarification of the foregoing the Subject Property includes approximately 85 acres, as described on Exhibit "A-1" and depicted in Exhibit "A-2" that is currently located in an unincorporated area of Riverside County but is proposed by HF to be annexed to the City within five years, subject to the process and approval of the Riverside County Local Agency Formation Commission ("LAFCO") (the "Annexation").

F. The World Logistics Center Specific Plan ("WLCSP") allows the development of approximately forty million, six hundred thousand (40,600,000) square feet of industrial, logistics, warehouse and support use on the land subject to the WLCSP. The WLCSP, a General Plan Amendment and a Zone Change of the Subject Property and the Annexation, were unanimously approved by the City Council of the City on November 24, 2015, in response to initiative petitions submitted to it. The Development, as hereinafter defined, includes both HF improvements to the Subject Property and City entitlements, including but not limited to, Tentative Parcel Map 36457 and annexation of an 85-acre parcel along Gilman Springs Road. The Development, including the Project, as defined herein, will also include subdivision maps and other approvals needed to construct the facilities proposed for the Subject Property. The permitted uses of the Subject Property, including a plan of development, the density and intensity of use, the maximum height and size of proposed buildings are set forth in the WLCSP, as it may be amended from time to time, and are hereby incorporated by reference. The City's certification of the Environmental Impact Report and approval of the Tentative Parcel map are conditions precedent to this Agreement.

G. The development of the Subject Property will generate a variety of public benefits to the City, its residents, property owners, taxpayers and surrounding communities. The Project is believed to substantially advance the goals of the City's adopted Economic Development Action Plan, expand and improve the City's property and sales tax base, invest significant private capital into the local economy, generate extensive construction employment and new permanent employment opportunities for Moreno Valley and the region, and will improve the severe jobs to housing imbalance that currently exists in the City. Among the public benefits, the development of this Project pursuant to the WLCSP will implement goals, objectives and policies of the City's General Plan, and the WLCSP, which will provide logistics development, public utility and open space uses for the Subject Property and for the City. In exchange for the duties and obligations imposed by this Agreement, HF will receive the vested right to develop the Subject Property for the Term in accordance with the terms of this Agreement.

H. The City has previously adopted the Economic Development Action Plan ("EDAP"). The WLCSP responds to a portion of the EDAP. The eastern portion of Moreno Valley lacks the infrastructure necessary to support and implement the City's EDAP. To allow for the development of the World Logistics Center and the WLCSP, HF is willing to provide and assist the City in the development of infrastructure in support of the City's economic plan which may be in excess of HF's fair share and therefore may provide broader benefits. The City and HF desire to ensure that all beneficiaries of the Infrastructure Improvements will pay their fair

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Ordinance No. 967
Date Adopted: July 7, 2020

Attachment: Exhibit A - Ordinance 967 Approving WLC Development Agreement [Revision 1] (4077 : World Logistics Center Ordinance No.967

share per the Municipal Code. Therefore this Agreement includes reference to the City’s usual method for reimbursement to an owner for the amount of the costs of such Infrastructure Improvements which exceeds the fair share of those costs and accrues to the benefit of other owners.

I. On _____, 2020, the Planning Commission of the City, at a duly noticed public hearing certified, in Resolution 2020-____, the Revised Final Environmental Impact Report (SCH # 2012021045) (the “EIR”) and approved the related Mitigation Monitoring and Reporting Program and, in Resolution 2020-____, Tentative Parcel Map 36457, PEN20-0017.

J. On _____, 2020, the Planning Commission of the City, at a duly noticed public hearing held pursuant to the Development Agreement Law and the Development Agreement Ordinance, recommended, in Resolution 2020-____ that the City Council find and determine that this Agreement is consistent with the goals, objectives, policies, general land uses and programs specified in the City General Plan, as amended by the Project Approvals; is compatible with the uses authorized in and the land use regulations prescribed by the City in its Zoning Code; and will promote and encourage the development of the Subject Property by providing a greater degree of certainty with respect thereto, while also providing specified public benefits to the City.

K. On _____, 2020, after a duly noticed public hearing held pursuant to the Development Agreement Law and the Development Agreement Ordinance, the City Council of the City approved the introduction of Ordinance No. ____ (the “Enacting Ordinance”) that would approve and adopt this Agreement and authorize its execution on behalf of the City. On _____, 2020, the City Council of the City adopted the Enacting Ordinance.

L. The Parties intend that HF will proceed with the Development upon the Subject Property pursuant to this Agreement within the Term.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals which are incorporated herein and intended to assist with the interpretation of this Agreement, and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and HF agree as follows:

ARTICLE 1 DEFINITIONS.

The following terms when used in this Agreement shall, unless defined elsewhere in this Agreement, have the meanings set forth below:

1.1 “Agreement” shall mean this Development Agreement by and between the City and HF and any subsequent amendments.

1.2 “City” shall mean the City of Moreno Valley, a municipal corporation, organized and existing under the general laws of the State of California.

1.3 “City Council” shall mean the governing body of the City.

1.4 “Development” shall mean the improvement of the Subject Property for the purposes of completing the structures, improvements and facilities composing the Project, including but not limited to: grading; the construction of infrastructure related to the Project whether located within or outside the Subject Property; the construction of buildings and structures; construction of post-development storm drain related improvements and the installation of landscaping and public facilities and improvements. “Development” also includes the maintenance, repair, reconstruction, modification, or redevelopment of any building, structure, improvement, landscaping, or facility after the construction and completion thereof on the Subject Property. The Development shall at all times conform to the Agreement.

1.5 “Development Impact Fee,” “Development Impact Fees” or “DIF” means for purposes of this Agreement only those fees imposed pursuant to Moreno Valley Municipal Code Sections 3.42.070 (police facilities), 3.42.080 (City hall facilities), 3.42.090 (corporate yard facilities) and 3.42.100 (maintenance equipment). The term “Development Impact Fees” (or “DIF”) does not include those fees imposed by Moreno Valley Municipal Code Sections 3.42.030 (arterial streets), 3.42.040 (traffic signals), 3.42.050 (interchange improvements) and 3.42.060 (fire facilities).

1.6 “Development Plan” shall mean the plan for Development of the Subject Property pursuant to the Existing Regulations and including the Infrastructure Improvements.

1.7 “Development Requirement(s)” shall mean any fees or requirement(s) of the City imposed in connection with or pursuant to the Project Approvals such as the construction or improvement of public facilities or the payment of fees or assessments in order to lessen, offset, mitigate or compensate for the impacts of the Development.

1.8 “Effective Date” shall mean the date that is ninety (90) days after the date the City Council adopts the Enacting Ordinance unless litigation is commenced in which case the Effective Date shall mean the date on which the litigation is finally terminated, whether by dismissal which leaves all of the Project Approvals in place or by the entry of a final judgment, free from further appellate review, which upholds the Project Approvals. Notwithstanding the forgoing, Article 7 shall be immediately effective thirty one (31) days after the date the City Council adopts the enacting ordinance.

1.9 “Enacting Ordinance” shall mean the City Council adopted ordinance described in Recital K of this Agreement.

1.10 “Existing Regulations” shall mean the Project Approvals, Development Requirements, and all ordinances, resolutions, codes, rules, regulations and official policies of City, adopted and effective on the date of the adoption of the Enacting Ordinance governing Development and use of the Subject Property, including but not limited to the permitted use of land, the density or intensity of use, the maximum height and size of proposed building, and the architectural design, improvement and construction standards and specifications applicable to the Development of the Subject Property, all as set forth in the General Plan, WLCSP and Zone Change adopted by the City Council of the City on November 24, 2015. The City shall compile two sets of the Existing Regulations. Once that compilation has been completed by the City, one

set will be stored with the Agreement by the City Clerk for future use and certainty of requirements and the other set will be given to HF.

1.11 "HF" shall mean HF PROPERTIES, SUNNYMEAD PROPERTIES, THEODORE PROPERTIES PARTNERS, 13451 THEODORE, LLC and HL PROPERTY PARTNERS, and/or its successors or assigns to all or any portion of the Subject Property.

1.12 "Infrastructure Improvements" shall mean all public infrastructure improvements on and off the Subject Property.

1.13 "Judgment(s)" shall mean one or more final or interim judgment(s) of a court of competent jurisdiction affecting the rights of the Parties hereunder.

1.14 "Moreno Valley Municipal Code" shall mean the City's Municipal Code in effect on the date of the adoption of the Enacting Ordinance.

1.15 "Mortgagee" shall mean a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security device, a lender, or each of their respective successors and assigns.

1.16 "Parcel" shall mean any lot created by a recorded subdivision or parcel map.

1.17 "Project" shall mean the Development and operation of the Subject Property pursuant to and consistent with the Development Plan and the provisions of this Agreement.

1.18 "Project Approvals" shall mean, collectively, the General Plan Amendment, the WLCSP, the Zone Change, the Annexation, all approved through the initiative process on November 24, 2015, and Tentative Parcel Map 36457.

1.19 "Subject Property" shall mean that certain real property consisting of the property more particularly described in Exhibit "A-1" attached hereto and depicted on Exhibit "A-2" attached hereto, any real property subject to the WLCSP acquired by HF after the date on which the Enacting Ordinance is adopted and all real property intended to be included by the Annexation. Until the Annexation is finally accomplished by HF at its sole cost and expense, nothing in this Agreement shall apply to the property to be annexed.

1.20 "Subsequent Development Approvals" shall mean any and all ministerial and/or discretionary permits, licenses, consents, rights and privileges, and other ministerial and/or discretionary actions approved or issued by City in connection with Development of the Subject Property after the date of the adoption of the Enacting Ordinance, including all associated environmental documentation and mitigation measures pursuant to the California Environmental Quality Act.

1.21 "Subsequent Regulations" shall mean any ordinances, resolutions, codes, rules, regulations and official policies of the City adopted and effective after the date of the adoption of the Enacting Ordinance.

1.22 "Term" shall mean the period of time during which this Agreement shall be in effect, enforceable and bind the Parties, as set forth below in Section 3.5 of this Agreement.

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ARTICLE 2 EXHIBITS.

The following documents are attached to, and by this reference made a part of, this Agreement:

Exhibit "A-1"	Legal Description of the Subject Property
Exhibit "A-2"	Depiction of the Subject Property
Exhibit "A-3"	Public Benefits

ARTICLE 3 GENERAL PROVISIONS.

3.1 Binding Effect of Agreement. From and following the Effective Date of this Agreement and throughout the Term, Development of the Subject Property and the City's actions on applications for Subsequent Development Approvals affecting the Subject Property and the Development of the Subject Property shall be governed by the terms and conditions of this Agreement, all Project Approvals and all Subsequent Development Approvals. Any matter not addressed in the foregoing documents shall be regulated pursuant to then applied routine City practices and ordinances.

3.2 Ownership of Subject Property. HF represents and warrants that it is the holder of legal and equitable interests to all of the property described and shown in Exhibits "A-1" and "A-2" and thus is qualified to enter into and to be a party to this Agreement in accordance with Government Code section 65865(b), as set forth in documentation HF provided to City and upon which City relies as part of the consideration for this Agreement.

3.3 Addition of Parcels to This Agreement. The terms of this Agreement shall apply to the 85 acre Parcel described in Recital E upon its annexation into the City which process is intended to be completed within five years by HF at HF's sole cost and to any real property subject to the WLCSP acquired by HF after the date on which the Enacting Ordinance is adopted.

3.4 Assignment Rights. From time to time HF may sell or otherwise transfer title to buildings or property in the WLC. HF shall have the right subject to City's prior written approval to sell, transfer, or assign the Subject Property, in whole or in part (provided that no such parcel transfer shall violate the Subdivision Map Act, Government Code Section 66410, et seq.) to any person, partnership, joint venture, firm or corporation at any time during the Term of this Agreement; provided, however, that any such sale, transfer or assignment (collectively, "Assignment") shall include the assignment and assumption of the rights, duties and obligations arising under or from this Agreement be made in strict compliance with the following conditions:

(a) No assignment of any right or interest under this Agreement shall be made unless made together with the assignment of all or the concomitant part of the Subject Property.

(b) Prior to any such Assignment, HF shall provide City with an executed agreement, in a form reasonably acceptable to City, by the purchaser, transferee or assignee (collectively, "Assignee") and providing therein that the Assignee expressly and unconditionally

assumes all the duties and obligations of HF under this Agreement with respect to the portion of the Subject Property being transferred. City shall have the sole power to allocate, prorate, or otherwise apportion any term, provision, fee, contribution, or similar duty or obligation of HF, so that City, HF, and assignee have a specific agreement as to the duties and obligations, of all Parties after the Transfer.

(c) Any Assignment of this Agreement will require the prior written consent of the City, which will not be unreasonably withheld or delayed. The City's approval will be based upon the City's reasonable determination, in accordance with the standard set forth in Section 3.4.1(d) as to whether or not such Assignee has the requisite ability to complete the portion of the Subject Property being transferred. Within thirty (30) days following receipt by the City of written notice regarding Assignment (such notice must include development experience information regarding the Assignee sufficient to allow the City to make the above determination) the City will notify HF regarding its approval or disapproval of such Assignment. Failure of the City to respond in writing within thirty (30) days of receipt of the notice of the Assignment shall constitute approval of the assignment.

Any Assignment not made in compliance with the foregoing conditions shall result in HF continuing to be responsible for all obligations under this Agreement. Notwithstanding the failure of any Assignee to receive City approval and/or execute the Agreement required by subparagraph (c) above, the burdens of this Agreement shall be binding upon such Assignee, but the benefits of this Agreement including but not limited to DIF, shall not inure to such Assignee until and unless such Assignment is approved by the City and executed.

3.4.1 Release of HF. Notwithstanding any Assignment, HF shall continue to be obligated under this Agreement unless HF is given a release in writing by City, which release shall be provided by City upon the full satisfaction by HF of the following conditions:

(a) HF no longer has a legal or equitable interest in the portion of the Subject Property being transferred other than a lien on the portion of the Subject Property being transferred to secure the payment of the purchase price to HF. HF shall provide the City written notice to the City of the party to which the lien is to be transferred, upon transfer of the lien, pursuant to this Article 3.

(b) HF is not then in default under this Agreement in City's sole reasonable determination, subject to procedure set forth in Section 5.2 of this Agreement.

(c) HF has provided City with the notice and executed agreement and other information required under subparagraphs (b) and (c) of Subsection 3.4 above.

(d) The City has reviewed and approved the Assignee and the Assignment, such approval to include a determination by the City that the Assignee has the requisite ability to complete the portion of the Subject Property being transferred.

(e) The Assignee provides City with security equivalent to any security previously provided by HF to secure performance of its obligations hereunder with respect to the portion of the Subject Property being transferred. The City shall cooperate with HF to effectuate

the substitution of security provided by HF to that to be provided by the Assignee with respect to the portion of the Subject Property being transferred.

(i) HF has paid City all monies then due and owing to City under this Agreement.

3.4.2 Subsequent Assignment. Any subsequent Assignment after an initial Assignment shall be made only in accordance with and subject to the terms and conditions of this Article. All subsequent Assignors must deliver written acknowledgement of this Agreement, and the Assignees duties under the Agreement or the City may, in its sole discretion, terminate this Agreement as to that owner's parcel(s).

3.4.3 Termination of Agreement With Respect to Individual Parcels upon Sale and Completion of Construction. Notwithstanding any other provisions of this Agreement, this Agreement shall terminate with respect to any Parcel and such Parcel shall be released and no longer be subject to this Agreement without the execution or recordation of any further document upon satisfaction of the following conditions:

(a) The Parcel has been finally subdivided and sold or leased for a period longer than one year to a member of the public or other ultimate user; and,

(b) A Certificate of Occupancy has been issued for each new structure on the Parcel shown on the plot plan required by Section 11.3.2 of the WLCSP, and the fees set forth under this Agreement have been paid.

(c) The Parcel has no duty to contribute monies or render performance under this Agreement.

3.5 Term. Unless earlier terminated as provided in this Agreement, this Agreement shall continue in full force and effect until the earlier of (i) the date of completion of the last portion of the Development, or (ii) the date that is fifteen (15) years from and after the Effective Date of this Agreement unless new Certificates of Occupancy have been granted by the City for new buildings on the Subject Property consistent with the Development Plan for not less than twelve-million (12,000,000) square feet (gross floor area as defined by Moreno Valley Municipal Code 9.15.030) in which event the Term shall be extended for an additional ten (10) years, subject to extension pursuant to Section 11.9 below (the "Term"). Alternatively, if HF is, for any reason, unable to obtain new Certificates of Occupancy for not less than eight (8) million square feet, and up to twelve million (12,000,000) square feet within the original fifteen (15) year Term, it shall be entitled to have this Agreement extended for an additional ten (10) years, subject to extension pursuant to Section 11.9 below, upon the payment to the City of one million dollars (\$1,000,000) prior to the expiration of the original fifteen (15) year term.

3.6 City Cooperation.

(a) In anticipation of the effort necessary to facilitate the timely processing and permitting of project improvements, HF may request the City to designate a mutually agreeable individual (the "City's WLC Coordinator") who shall have the authority to facilitate and coordinate development services within the City and with HF for all actions to be taken by

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the City which are needed for the development of the Project, including, but not limited to, discretionary approvals, entitlements, site plans, grading, building and occupancy permit applications and inspections through the City's review and approval processes, all at the full cost of HF, which HF shall pay in advance and replenish upon City's request, from time to time. If any payments are not received by City when requested, the WLC coordinator shall cease acting until the funds are received and normal City protocols shall govern. All applications submitted to the City shall be evaluated for completeness within twelve (12) working days of receipt by the City. If not complete, the City shall immediately ensure that HF is notified of what additional information is required.

(b) Upon receipt of an application deemed complete pursuant to subsection 3.6(a) above for a site, grading, building, occupancy, or similar permit, the City shall process, review and approve or disapprove the application within ten (10) working days for the first submittal and within ten (10) working days of any subsequent submittals.

(c) It shall be the City's WLC Coordinator's responsibility to ensure that all of the time limits set forth above are met.

(d) The Project shall, pursuant to ordinary procedures, participate in the City's "Time and Materials Fee Program" which is designed to ensure that the City is reimbursed by HF for its actual costs of providing discretionary approvals, entitlements, planning, grading, and building permits and inspections and fire prevention services. For convenience this shall include the payments due under sub sections 3.6(a) and 3.6(e).

(e) The City shall, pursuant to City's standard contracting procedures, maintain on-call contracts with at least three qualified entities or persons, mutually acceptable to both the City and HF, who can be called upon to immediately provide the services set forth above when the City's WLC Coordinator determines that the City, utilizing typical City staff resources, is unlikely to be able to meet the time limits set forth above. HF shall be solely responsible for the cost of using the qualified private entities or persons. HF shall deposit with City a sum City then determines necessary for such consultants, immediately upon written request from City. HF shall replenish such funds, from time to time, upon written request from City. If any funds are not received per City's request, the consultants shall, without liability, cease work until such money is received.

(f) The City's WLC Coordinator shall cooperate with HF in obtaining any permits or approvals needed from any other agency at full cost to HF.

(g) The City, at HF's request, shall meet with HF to consider in good faith, economic incentives sought by HF similar to those approved for logistics projects in other areas of the City after the Effective Date.

3.7 Time of the Essence. The Parties expressly acknowledge and agree that time is of the essence in the performance of the provisions of this Agreement.

3.8 Mutual Waiver of Estoppel Defenses by Parties. Notwithstanding any legal authorities to the contrary concerning the doctrines of waiver and estoppel as applied to public entities and the actions or inactions of public agencies or public agency officers and officials, the

Parties acknowledge and agree that each Party and its successors and assigns to all or any interest in the Subject Property are relying upon the contents of this Agreement and the Parties' execution of this Agreement and the recordation hereof, and that in consideration of such material reliance, each Party shall now be estopped from denying the underlying validity of this Agreement and each Party knowingly and expressly waives any such claim or defense.

ARTICLE 4 DEVELOPMENT OF THE PROPERTY.

4.1 Vested Right to Develop. During the Term, HF or its Assignee, shall have a vested right to develop the Subject Property in accordance with the Existing Regulations, and as subject to the provisions of this Agreement.

4.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement, the rules, regulations and official policies governing permitted uses of the Subject Property, the density and intensity of use of the Subject Property, the maximum height and size of proposed buildings, and the design, improvement, and construction standards and specifications applicable to Development of the Subject Property, shall be only the Existing Regulations and those contained in the Development Plan.

4.3 Subsequent Development Approvals. When required by the Moreno Valley Municipal Code, the City shall accept for processing, review and take action upon all properly filed applications for Subsequent Development Approvals. The City further agrees that, unless otherwise requested by HF, the City shall not amend or rescind any Subsequent Development Approvals after such approvals have been granted by the City except as otherwise provided for in Title 9 of the City Municipal Code, or as directed by court order, or as related to approvals not granted by the City. Any Subsequent Development Approval, when granted, shall be deemed to be part of the Existing Regulations from the date of approval except as mandated by court order, or as specified in approvals not granted by the City.

4.4 Timing of Development. HF represents that it intends to commence and complete the physical improvements specified in the Development Plan for the Project. HF cannot specify the specific timing of development. HF will use its best efforts to commence construction at the earliest possible date consistent with market conditions. Because the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo* (1984) 37 Ca1.3d 455, that the failure of the parties therein to provide for the timing of development resulted in a latter adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the Parties' intent to cure that deficiency by expressly acknowledging and providing that HF shall have the right to develop the Subject Property at its own timing. In addition, to the extent HF decides to proceed with the Development of the Subject Property, City shall cooperate with HF with respect to the improvement of the Development of the Subject Property. If HF determines, in its sole and absolute discretion, to develop portions or phases of the Project, the City shall allow the phasing of public improvements unless the City determines that generally applied City of Moreno Valley Municipal engineering or planning requirements demand that additional or complete public improvements be made. The public improvements to be provided would be only those needed to serve the portion or phase being developed consistent with the environmental analysis which shall demonstrate to the City that the public improvements to be provided would be only those needed to serve the portion or phase being developed.

4.5 Terms of Maps and Other Project Approvals. Pursuant to California Government Code Sections 66452.6(1) and 65863.9, the term of any subdivision or parcel map that may be processed on all or any portion of the Subject Property and the term of each of the Development approvals, including Tentative Parcel Map 36457, and any Subsequent Development Approvals, shall be extended until the expiration of the Term.

4.6 Changes and Amendments. The Parties acknowledge that although Development of the Project may require Subsequent Development Approvals, such Development shall be in compliance with this Agreement including the Development Plan. The above notwithstanding, HF may determine that changes are appropriate and desirable in the existing Project Approvals or Development Plan. In the event HF finds that such a change is appropriate or desirable, HF may apply in writing for an amendment to the existing Project Approvals or the Development Plan to effectuate such change. The City shall review and process any request for an amendment in the same manner that it would review and process a similar request for an amendment from any other owner of commercial or industrial land in similar circumstances. Any amendment to the Project Approvals or the Development Plan, when granted, shall be deemed to be part of the Existing Regulations from the date of the grant. Such amendments shall not be unreasonably withheld.

4.7 Reservation of Authority.

4.7.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the following Subsequent Regulations shall apply:

(a) Procedural regulations consistent with this Agreement relating to hearing bodies, petitions, applications, notices, findings, records, hearing reports, recommendations, appeals and any other matter of procedure subject to the City's obligations under Section 3.6, and as may be the subject to future general law enactments by the State of California.

(b) Changes adopted by the California Building Standards Commission as part of the then current versions of Title 24 – the California Building Standards Code – and also adopted by the City as Subsequent Regulations.

(c) Subsequent Regulations, not otherwise specified under this Section 4.7.1, that are not in conflict with the Existing Regulations and the Development Plan.

(d) Subsequent Regulations, not otherwise specified under this Section 4.7.1, that are in conflict with the Existing Regulations or the Development Plan provided HF has given written consent to the application of such regulations to Development of the Subject Property at HF's sole and absolute discretion.

(e) Increased DIF, as defined in Section 1.5 of this Agreement, which shall be paid in the amount of the DIF in effect at the time that they are to be paid.

(f) Judgment(s) and/or federal, state and county laws and regulations which the City is required to enforce as against the Subject Property or the Development of the Subject Property.

4.7.2 Further Future Discretion of City. This Agreement shall not prevent the City, in acting on Subsequent Development Approvals, from applying Subsequent Regulations allowed under Section 4.7.1. Further, it is also understood and acknowledged by the Parties that the Project Approvals contemplate that the City may be required, in certain circumstances, to undertake further environmental review of Subsequent Development Approvals. If the circumstances set forth in CEQA Guideline Section 15162 occur in the context of the City considering Subsequent Development Approvals, or if otherwise required by the EIR, the City is required to, and shall, without being subject to claim, assertion of breach or other challenge by HF or Assignee exercise the maximum discretion authorized by law, consistent with the terms of CEQA and this Agreement.

4.7.3 Modification or Suspension by Federal or State, County, or Multi-Jurisdictional Law. In the event that any Judgment(s) or federal, state, county, or multi-jurisdictional laws or regulations, enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such Judgment(s) or federal, state, county, or multi jurisdictional laws or regulations, and this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provision impractical to enforce.

4.8 Payment of, and Reimbursement for, the Cost of Improvements Paid for by HF Which Are in Excess of HF's Fair Share. HF shall satisfy the requirements imposed by Mitigation Measure 4.15.7.4.A, as set forth in the EIR, to ensure that all of the Development's impacts on the City's circulation system, including, but not limited to, improvements to arterial streets, traffic signals and interchanges, are mitigated. Because HF will be responsible for paying for or constructing all circulation-related improvements, it shall not pay the fees imposed by Moreno Valley Municipal Code Sections 3.42.030 (arterial streets), 3.42.040 (traffic signals) and 3.42.050 (interchange improvements). City will provide to HF the reimbursement agreement(s) in the form and type as specified in Chapter 9.14 of Title 9 of the Moreno Valley Municipal Code.

4.9 Provision of a "turnkey" Fire Station. HF shall, at its own cost, provide a fully constructed, fully equipped fire station and fire station site, including fire trucks, as specified by the City's Fire Chief. The fire station's furniture and fixtures shall be reasonably comparable to those of the most recently completed fire station within the City. The fire station, equipment and trucks shall be provided as and when directed by the Fire Chief. Because HF will be responsible for the provision of the fire station, fire station site, equipment, and trucks, it shall not pay the fee imposed by Moreno Valley Municipal Code Section 3.42.060 (fire facilities). City will provide to HF the reimbursement agreement(s) in the form and type as specified in Chapter 9.14 of Title 9 of the Moreno Valley Municipal Code.

4.10 City's Provision of Public Infrastructure and Services. Except as otherwise prescribed in this Agreement and/or as required of the development through existing or future mitigation measures, development standards, and conditions of approval, the City shall provide the public infrastructure and services which are not HF's responsibility as determined by the City with timing at the sole and absolute discretion of the City.

4.11 Local Hiring Program. HF will establish a WLC Local Hiring Program, at HF's cost to identify, align, and facilitate educational interests and programs with workforce development programs that facilitate the hiring of Moreno Valley residents for job opportunities at the World Logistics Center, and associated jobs not directly at WLC, but in industries that support WLC. HF will require its contractors, suppliers and tenants to be active participants in Moreno Valley Employment Resource Center ("ERC") programs including, but not limited to, the job opportunity announcement program. World Logistics Center employers will be requested to submit all job announcements to the ERC at least one week prior to providing such announcements to other agencies or to the general public. Potential employers will be requested to provide information regarding job opportunities to the ERC including details regarding job titles, minimum qualifications, application processes, and employer contact information. HF shall request that subsequent users to make good faith efforts to hire Moreno Valley City residents. HF shall, upon City's request from time to time, provide to the City proof of its efforts under this section and the success of HF's efforts. HF shall also participate with the Hire MoVal Incentive Program, which was adopted by the City Council on April 28, 2015, and as it may be amended from time to time.

4.12 Education/Innovation/Training/Library Funding.

The City and HF are especially interested in ensuring that the residents of Moreno Valley are provided education resources and obtain every opportunity to secure the jobs which will be created by the operation of the World Logistics Center. Toward that end, HF is willing to contribute six million, nine hundred and ninety three thousand dollars (\$6,993,000), to be used by the City to provide and enhance educational and workforce development training in the supply chain and logistics industries, as follows:

(a) HF shall contribute no less than five million, two hundred sixty eight thousand dollars (\$5,268,000), one million dollars (\$1,000,000) to be contributed at the issuance of the first building permit for a logistics building on the Subject Property and \$0.11/square foot to be paid at the time of the issuance of the building permit for each succeeding building, excluding the fire station;

(b) In addition to the foregoing, beginning on the Effective Date and on each anniversary of that date thereafter, HF shall contribute to the City one hundred thousand dollars (\$100,000) per year for the next six (6) years; and

(c) In addition to the foregoing, beginning in the 7th year on the anniversary date of the Effective Date and continuing throughout the Term, HF shall contribute to the City one hundred twenty five thousand dollars (\$125,000) per year, on the specified anniversary date of the Effective Date, so long as this Agreement is in effect.

4.13 State Route 60 Landscape, Signage, Bridge Design Program. City shall set up a joint City/HF committee to develop freeway related landscaping, bridge architectural concepts, engineering and freeway signage regulations for SR-60 between Redlands Boulevard and Gilman Springs Road. The guidelines, concepts and regulations shall be developed in an expeditious manner. The City shall contribute up to Fifty Thousand Dollars (\$50,000) and HF

shall match the City’s contributions on a ten to one basis, up to Five-Hundred Thousand dollars (\$500,000).

4.14 Air Filtration Systems for Seven Properties on World Logistics Parkway and Dracaea Avenue. Notwithstanding the findings of the EIR, Owner agrees to fund the installation of air filtration systems meeting ASHRSE Standard 52.2 MERV-13 standards at the locations listed below, not to exceed \$25,000 per property. Property owners shall be under no obligation to accept such offer. Prior to the issuance of the first grading permit within the WLCSP, Owner shall provide documentation to the City confirming that an offer has been extended to each of the owners of said properties, and \$175,000 shall be deposited in a City account designated for this purpose and an agreement regarding the use and distribution of funds shall be executed between City and Owner. The affected property owners shall have two years from the receipt of the offer to accept the offer. Upon acceptance of each offer, Owner shall work with each owner to ensure the filtration system is properly installed within one year of acceptance. Owner shall invoice City for reimbursement of payments up to \$25,000 per property. This provision applies only to the following seven houses:

12400 World Logistics Center Parkway, Moreno Valley, CA 92555 current APN: 422-020-010

13100 World Logistics Center Parkway, Moreno Valley, CA 92555 current APN: 422-070-029

13200 World Logistics Parkway, Moreno Valley, CA 92555 current APN: 422-070-032

13241 World Logistics Parkway, Moreno Valley, CA 92555 current APN: 478-220-014

29080 Dracaea Avenue, Moreno Valley, CA 92555 current APN: 478-220-030

29140 Dracaea Avenue, Moreno Valley, CA 92555 current APN: 478-220-009

30240 Dracaea Avenue, Moreno Valley, CA 92555 current APN: 422-070-037

ARTICLE 5 REVIEW FOR COMPLIANCE.

5.1 Periodic Review. The City shall review this Agreement annually, on or before the anniversary of the Effective Date, in order to ascertain the good faith compliance by HF with the terms of the Agreement. As part of that review, HF or its successor and assigns shall submit an annual monitoring review statement describing its actions in compliance with this Agreement, in a form acceptable to the Community Development Director or his/her authorized designee, within thirty (30) calendar days after written notice therefrom requesting such a statement. The statement shall be accompanied by an annual review and administration fee sufficient to defray the estimated costs of review and administration of the Agreement during the succeeding year. The amount of the annual review and administration fee shall be set by resolution of the City Council. No failure on part of the City to conduct or complete the review as provided herein shall have any impact on the validity of this Agreement. HF shall, for the first year, deposit \$1,000.00 on the Effective Date for the first year of review.

5.2 Procedure. Each Party shall have a reasonable opportunity to assert matters which it believes have not been undertaken in accordance with the Agreement, to explain the basis for such assertion, and to receive from the other Party a justification of its position on such matters.

5.2.1 If on the basis of the Parties' review of any terms of the Agreement, either Party concludes that the other Party has not complied in good faith with the terms of the Agreement, then such Party may issue a written "Notice of Non-Compliance" specifying the grounds therefor and all facts demonstrating such non-compliance.

5.2.2 The Party receiving a Notice of Non-Compliance shall have thirty (30) calendar days to cure or remedy the non-compliance identified in the Notice of Non-Compliance, or if such cure or remedy is not reasonably capable of being cured or remedied within such thirty (30) days period, to commence to cure or remedy the non-compliance and to diligently and in good faith prosecute such cure or remedy to completion.

5.2.3 If the Party receiving the Notice of Non-Compliance does not believe it is out of compliance and contests the Notice, it shall do so by responding in writing to said Notice within thirty (30) calendar days after receipt of the Notice.

5.2.4 If a Notice of Non-Compliance is contested, the Parties shall, for a period of not less than fifteen (15) calendar days following receipt of the response, seek to arrive at a mutually acceptable resolution of the matter(s) occasioning the Notice. In the event that a cure or remedy is not timely effected or, if the Notice is contested and the Parties are not able to arrive at a mutually acceptable resolution of the matter(s) by the end of the fifteen (15) calendar day period, the party alleging the non-compliance may thereupon pursue the remedies provided in Article 6 of this Agreement.

5.2.5 Neither Party hereto shall be deemed in breach if the reason for non-compliance is due to a "force majeure" as defined in, and subject to the provisions of, Section 11.9 below or any other non performance authorized by this Agreement.

5.3 Certificate of Agreement Compliance. If, at the conclusion of an annual review, HF is found to be in compliance with this Agreement, City shall, upon request by HF, issue a Certificate of Agreement Compliance ("Certificate") to HF stating that after the most recent Periodic Review and based upon the information known or made known to the City that (1) this Agreement remains in effect and that (2) HF is in compliance. The Certificate, shall be in recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance, and shall state that the Certificate expires upon the earlier of (i) one (1) year from the date thereof, or (ii) the date of recordation of a Notice of Termination of Development Agreement. HF may record the Certificate with the County Recorder. Additionally, HF may at any time request from the City a Certificate stating, in addition to the foregoing, which obligations under this Agreement have been fully satisfied with respect to the Subject Property, or any lot or parcel within the Subject Property.

ARTICLE 6 DEFAULT AND REMEDIES.

6.1 **Specific Performance; Waiver of Damages.** The Parties acknowledge and agree that specific performance is the preferred remedy available for the enforcement of this Agreement. Accordingly, both Parties hereby waive the right to obtain monetary damages from the other Party by reason of default of this Agreement. Subject to the procedure set forth in Section 5.2 above, any material default by HF or the City of the Agreement that is not timely cured by HF or the City shall be deemed a material default by HF or the City of this Agreement.

6.2 Termination of the Agreement.

6.2.1 **Termination of Agreement for Default of HF.** The City in its reasonable discretion may terminate this Agreement for any failure of HF to perform any material duty or obligation of HF hereunder or to comply in good faith with the terms of this Agreement (hereinafter referred to as "default" or "breach"); provided, however, the City may terminate this Agreement pursuant to this Section only after following the procedure set forth in Section 5.2 and HF and/or Assignee fail to remedy any issue. Further, if a mortgage of HF comes into possession of the Subject Property by default of HF, City may without liability, and in its sole and absolute discretion, terminate this Agreement. A bankruptcy filing by HF or general Partner of HF, or HF's successors and assigns, shall also be grounds by City for termination of this Agreement.

6.2.2 **Termination of Agreement for Default of City.** HF in its reasonable discretion may terminate this Agreement for any default by the City; provided, however, HF may terminate this Agreement pursuant to this Section only after following the procedure set forth in Section 5.2 and thereafter providing written notice by HF to the City of the default setting forth the nature of the default and the actions, if any, required by the City to cure such default and, where the default can be cured, the failure of the City to cure such default within thirty (30) days after the effective date of such notice or, in the event that such default cannot be cured within such thirty (30) day period, the failure of the City to commence to cure such default within such thirty (30) day period and to diligently proceed to complete such actions and to cure such default.

6.2.3 **Rights and Duties Following Termination.** Upon the termination of this Agreement, no Party shall have any further right or obligation hereunder and City shall treat HF and the Subject Property pursuant to all ordinances, policies, and laws as uniformly applied in the City.

6.3 **Institution of Legal Action.** Subject to notice of default and opportunity to cure under Section 5.2, in addition to any other rights or remedies, any Party to this Agreement may institute an equitable action to cure, correct, or remedy any default, to enforce any covenants or agreements herein, to enjoin any threatened or attempted violation hereof, or to obtain any other equitable remedies consistent with this Agreement. Any action at law or in equity arising under this Agreement or brought by any Party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Riverside, State of California, or such other appropriate court in said County, and the Parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court. Service of process on the City shall be made in

accordance with California law. Service of process on HF shall be made in any manner permitted by California law and shall be effective whether served inside or outside California. If an action or proceeding is brought by any Party to this Agreement because of default, or to enforce a provision hereof, the prevailing Party shall be entitled to reimbursement of all costs and expenses, including attorneys' fees, incurred in prosecuting such legal action or proceeding. This provision is separate and severable, and shall survive the merger of this Agreement into any judgment on this Agreement. In all instances, the Parties agree that §6.1 also survives and controls the actions of the Parties, and further, that the Parties shall stipulate to the limitation on remedies imposed by §6.1.

ARTICLE 7 THIRD PARTY LITIGATION.

7.1 Notice, Defense and Indemnification of Third Party Litigation. The City shall promptly notify HF of any claim, action, or proceeding filed and served against the City to challenge, set aside, alter, void, annul, limit or restrict the approval and continued implementation and enforcement of this Agreement or any Existing Regulation, including but not limited to Project Approvals and CEQA challenges, as they may be filed from time to time by one or more third parties. HF agrees to fully defend, indemnify and hold the City harmless for all costs of defense and/or judgment(s) obtained in any such action or proceeding by reimbursing City, on a monthly basis, for any and all costs. The City shall notify HF within ten (10) calendar days after the City has selected the defense counsel(s). The City and HF agree to cooperate in the defense of such action(s), which includes HF being provided the opportunity to present City its views and recommendations regarding defense counsel or defense strategy. City shall use its best efforts to reasonably manage case costs and seek reasonable attorney rates.

7.2 Effect of Third Party Litigation on Implementation of Agreement. If any third party litigation referred to in Section 7.1 is filed, the City shall continue to comply with the terms of this Agreement unless prohibited from doing so by court order.

7.3 If third party litigation is filed and if HF decides, in its sole and absolute discretion, not to defend the litigation then upon providing written notice of that decision to the City not to defend the litigation this Agreement shall terminate and no Party shall thereafter have any rights or obligations under it. Nothing in this Agreement shall prevent the City, if it decides in its sole and absolute discretion, from defending the litigation at its own sole cost.

ARTICLE 8 MORTGAGEE AND LENDER PROTECTION.

8.1 The Parties hereto agree that this Agreement shall not prevent or limit HF, in any manner, at HF's sole discretion, from encumbering the Subject Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Subject Property. The City acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with HF and representatives of such lenders to negotiate in good faith any such request for interpretation or modification but City reserves the right to make the final decisions, pursuant to law of such requests. The City is not bound nor is there any predetermination as to matters requiring public hearing or any adjudicative proceeding. Subject to compliance with applicable laws, the City will not unreasonably withhold its consent

to any such requested interpretation or modification provided the City determines such interpretation or modification is consistent with the intent and purposes of this Agreement and not harmful to City in any manner, in City's sole and absolute discretion. HF shall reimburse City for all costs incurred by City in connection with compliance with this Section 8.1 HF represents and warrants that there are presently no financing of any type or nature that encumber the Subject Property and further represents there are no covenants, financings or other burdens that impair City's rights under this Agreement, and further, no third party holds rights to the Subject Property superior to this Agreement as regards to City's rights.

8.2 Any Mortgagee of the Subject Property shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Subject Property made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Subject Property, or any part thereof, which Mortgagee has submitted a request in writing to the City in the manner specified herein for giving notices, shall be entitled to receive written notification from the City of any default by HF in the performance of HF's obligations under this Agreement.

(c) If the City timely receives a request from a Mortgagee requesting a copy of any notice of default given to HF under the terms of this Agreement, the City shall make a good faith effort to provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to HF. The Mortgagee shall have the right, but not the obligation, to cure the default during the period that is the longer of (i) the remaining cure period allowed such Party under this Agreement, or (ii) thirty (30) days.

(d) Any Mortgagee who comes into possession of the Subject Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Subject Property, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of HF's obligations or other affirmative covenants of HF hereunder, or to guarantee such performance; except that (i) to the extent that any covenant to be performed by HF is a condition precedent to the performance of a covenant by the City, the performance thereof shall continue to be a condition precedent to the City's performance hereunder, and (ii) in the event any Mortgagee seeks to develop or use any portion of the Subject Property acquired by such Mortgagee by foreclosure, deed of trust, or deed in lieu of foreclosure, such Mortgagee shall strictly comply with all of the terms, conditions and requirements of this Agreement and the Development Plan applicable to the Subject Property or such part thereof so acquired by the Mortgagee. The successor Mortgagee is hereby on notice that the event of taking possession of the Subject Property allows, but does not require City to terminate this Agreement without cost or liability to City.

8.3 The City shall, at HF's cost paid to City immediately upon City's request, provide publically available information requested by potential lenders in a timely fashion. City shall not

be required, but may, provide any information exempt from disclosure under the California Public Records Act. (G.C. 6250 et. seq.)

ARTICLE 9 INSURANCE.

9.1 Liability Insurance. HF shall maintain an insurance policy protecting against death or injury to person or property for claims arising out of activities on the Subject Property in the amount of at least five million dollars (\$5,000,000) with the City, its officers, officials, employees, agents and representatives named as additional insured. This requirement is in addition to any liability insurance requirement which the City routinely imposes as a condition to the issuance of a building, grading or encroachment permit. In addition, all such insurance:

- (a) shall be primary insurance and not contributory with any other insurance the City or its officers, officials, employees, agents, and representatives may have;
- (b) shall contain no special limitations on the scope of protection affordable to the City and its officers, officials, employees, agents, and representatives;
- (c) shall be claims made and not dates of occurrence insurance;
- (d) shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability;
- (e) shall provide that the policy shall not be canceled by the insurer or Owner unless there is a minimum of thirty (30) days prior written notice to the City;
- (f) shall be endorsed to include a waiver of subrogation rights against the City or its officers, officials, employees, agents, and representatives; and
- (g) shall not require Owner to meet a deductible of more than One Hundred Thousand Dollars (\$100,000) unless approved in writing by the City’s Community Development Director in his/her sole and absolute discretion.

9.2 Workers Compensation Insurance. HF shall ensure that any consultant or contractor hired by HF for work on or related to the Subject Property shall carry workers compensation insurance as required by the State of California. This requirement is in addition to any workers compensation insurance requirement which the City routinely imposes as a condition to the issuance of a building, grading or encroachment permit.

ARTICLE 10 INDEMNITY FOR INJURY TO PERSON OR PROPERTY.

HF agrees to and shall indemnify, defend, and hold harmless the City and the City’s officers, officials, members, employees, agents, and representatives, from and against any, and all claims, liabilities, awards, settlements, agreements, damages, and losses, including without limitation reasonable attorneys’ fees and litigation expenses, including court and expert witness fees (collectively, “Claims”), with respect to any action brought due to the death or personal injury of any person, or physical damage to any person’s real or personal property, caused by the construction of improvements by, or construction-related activities of, HF or HF’s employees,

agents, representatives, servants, invitees, consultants, contractors, or subcontractors (collectively, "HF's Representatives") on the Subject Property, or for any construction defects in any improvements constructed by HF or HF's Representatives on the Subject Property or for any other work related to this Agreement. The foregoing indemnification provision shall survive the termination of this Agreement.

Notwithstanding the above, HF agrees to and shall indemnify, defend, and hold harmless the City and the City's officers, officials, members, employees, agents and representatives, from and against any and all claims, liabilities, damages, and losses, including without limitation reasonable attorneys' fees and litigation expenses, including court and expert witness with respect to any action brought to challenge the Project's entitlement approvals and/or the EIR.

ARTICLE II MISCELLANEOUS PROVISIONS.

11.1 **Recordation of Agreement.** The City Clerk shall have this Agreement recorded with the County Recorder within the period required by Government Code section 65868.5. Any amendments to this Agreement approved by the Parties, and any cancellation hereof, shall be similarly recorded. A failure to record this Agreement in a timely fashion shall not affect its validity in any manner.

11.2 **Entire Agreement.** This Agreement sets forth and contains the entire understanding and agreement of the Parties with respect to the subject matter set forth herein, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement except as to future and further agreements and the exercise of the Existing Regulations.

11.3 **Severability.** If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the invalid provision shall be deemed to be severable from the remaining provisions contained within the Agreement. The Parties hereby state and acknowledge they would have adopted each provision contained within this Agreement notwithstanding the presence of an invalid provision.

11.4 **Interpretation and Governing Law.** This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties, and the rule of construction to the effect that ambiguities are to be resolved against both the drafting parties or in favor of the City or HF shall not be employed in interpreting this Agreement, all Parties having been represented by counsel in the negotiation and preparation, adoption, application and execution hereof.

11.5 **Section Headings.** All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

11.6 **Singular and Plural.** As used herein, the singular of any word includes the plural.

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Date Adopted: July 7, 2020

11.7 Waiver. Failure of a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, or the failure by a Party to exercise its rights upon the default of the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by the other Party with the terms of this Agreement thereafter.

11.8 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit for the Parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

11.9 Force Majeure. Neither Party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by earthquakes, acts of God, pandemics, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the Party's control (including the Party's employment force), economic or environmental/physical conditions (such as lack of utilities) beyond HF's control which make Development uneconomic or infeasible, other causes beyond the Party's reasonable control or court actions (such as restraining orders or injunctions). If any such events shall occur, the Term of this Agreement and the time for performance shall be extended for the duration of each such event, provided that the Term shall not be extended under any circumstances for more than three (3) years regardless of the number or length of individual extensions and further, in no instance, shall be for a duration longer than the circumstance serving to cause the delay. Notwithstanding the foregoing, if construction ceases after commencement, but prior to the issuance of new Certificates of Occupancy, HF, at its sole cost, shall secure, preserve and prevent any nuisance conditions from occurring on the Subject Property.

11.10 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the Party benefited thereby of the covenants to be performed hereunder by such benefited Party.

11.11 Counterparts. This Agreement may be executed by the Parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the Parties had executed the same instrument.

11.12 Covenant Not To Sue Each Other Regarding the Construction of the Agreement. The Parties to this Agreement, and each of them, agree that this Agreement and each term hereof are legal, valid, binding, and enforceable. The Parties to this Agreement, and each of them, hereby covenant and agree that each of them will not commence, maintain, or prosecute any claim, demand, cause of action, suit, or other proceeding against any other Party to this Agreement, in law or in equity, or based on an allegation, or assert in any such action, that this Agreement or any term hereof is void, invalid, or unenforceable.

11.13 Project as a Private Undertaking. It is specifically understood and agreed by and between the Parties that the Development of the Subject Project is a private development, that neither Party is acting as the agent of the other in any respect hereunder, and that each Party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between the City and HF is that of a government entity

regulating the Development of private property, on the one hand, and the holder of legal or equitable title to such property, on the other hand.

11.14 Further Actions and Instruments. Each of the Parties shall cooperate in good faith with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either Party at any time, the other Party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

11.15 Amendments in Writing/Cooperation. This Agreement may be amended only by written consent of both Parties specifically approving the amendment and in accordance with the Government Code section 65868. The Parties shall cooperate in good faith with respect to any amendment proposed in order to clarify the intent and application of this Agreement, and shall treat any such proposal on its own merits, and not as a basis for the introduction of unrelated matters. Subject to the provisions of Moreno Valley Municipal Code Section 9.02.110E, minor, non-material modifications which are clerical or strictly technical corrections which do not affect the substantive terms and conditions of the Agreement may be approved by the Community Development Director in consultation with the City Attorney as an operating Memorandum. City, upon its request, may be compensated for its costs reasonably incurred in reviewing and processing any request under this section, including costs arising from third parties engaged by the City in furtherance of any request.

11.16 Operating Memoranda. The Parties acknowledge and agree that the provisions of this Agreement require a close degree of cooperation between the City and HF, and Development of the Subject Property hereunder may demonstrate that refinements or clarifications are appropriate with respect to the details of performance of the City and HF. If and when, from time to time, during the Term of this Agreement, the City and HF agree that such refinements or clarifications are necessary or appropriate, they will effectuate such refinements or clarifications through operating memoranda approved by the City and HF, which, after execution, will be attached to this Agreement as addenda and become a part hereof, and may be further refined or clarified from time to time as necessary with future approval by the City and HF. The Community Development Director, in consultation with the City Attorney, will be authorized to make the determination whether a requested refinement or clarification and corresponding operating memoranda may require a public hearing and approval by the City Council. Notwithstanding the foregoing, the City staff or contract staff may decline to execute any operating Memoranda and may instead submit the matter to the City Council for its consideration and action.

11.17 Corporate Authority. The person(s) executing this Agreement on behalf of each of the Parties hereto represent and warrant that (i) such Party are duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) without representing and warranting whether or not the Agreement is lawful by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the

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entering into this Agreement does not violate any provision of any other agreement to which such Party is bound.

11.18 Notices. All notices under this Agreement shall be effective upon any of the following: personal delivery, via e-mail, via facsimile so long as the sender receives confirmation of successful transmission from the sending machine, or three (3) business days after deposit in the United States mail, registered, certified, postage fully prepaid and addressed to the respective Parties as set forth below or as to such other address as the Parties may from time to time designate in writing:

To City: City of Moreno Valley
14177 Frederick Street
Moreno Valley, California 92552
Attn: City Manager
Telephone: (951) 413-3000
Facsimile: (951) 413-3200
E-mail address: cmoffice@moval.org

Copies to: City Attorney
14177 Frederick Street
Moreno Valley, California 92552
Telephone: (951) 413-3036
Facsimile: (951) 413-3034
E-mail address: cityclerk@moval.org

To HF: Iddo Benzeevi
President and Chief Executive Officer
Highland Fairview Operating Co.
14225 Corporate Way
Moreno Valley, CA 92553
Telephone: (951) 867-5327
Facsimile: (951) 867-5328
E-mail Address: ibenzeevi@highlandfairview.com

Copy to: Kenneth B. Bley, Esq.
Cox, Castle & Nicholson LLP
2029 Century Park East, Suite 2100
Los Angeles, CA 90067
Telephone: (310) 284-2231
Facsimile: (310) 284-2100
E-mail address: kbley@coxcastle.com

11.19 Nonliability of City Officials. No officer, official, member, employee, contractor, attorney, agent, or representatives of the City shall be liable for any amounts due hereunder, and no judgment or execution thereon entered in any action hereon shall be personally enforced against any such officer, official, member, employee, agent, or representative.

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11.20 No Brokers. The City and HF represent and warrant to the other that neither has employed any broker and/or finder to represent its interest in this transaction. Each Party agrees to indemnify and hold the other free and harmless from and against any and all liability, loss, cost, or expense (including court costs and reasonable attorney's fees) in any manner connected with a claim asserted by any individual or entity for any commission or finder's fee in connection with this Agreement arising out of agreements by the indemnifying Party to pay any commission or finder's fee.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first set forth above.

City:

CITY OF MORENO VALLEY

By

Mayor, City of Moreno Valley

ATTEST:

By

City Clerk

APPROVED AS TO FORM:

By

City Attorney

HF:

HF PROPERTIES,
a California general partnership

By: _____

Name: Iddo Benzeevi

Its: President

SUNNYMEAD PROPERTIES,
a Delaware general partnership

By: _____

Name: Iddo Benzeevi

Its: President

THEODORE PROPERTIES PARTNERS,
a Delaware general partnership

By: _____

Name: Iddo Benzeevi

Its: President

13451 THEODORE, LLC,
a California limited liability company

By: _____

Name: Iddo Benzeevi

Its: President

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HL PROPERTY PARTNERS,
a Delaware general partnership

By: _____

Name: Iddo Benzeevi

Its: President

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State of California)
County of _____)

On _____, before me,

(insert name and title of the officer)

Notary Public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)

State of California)
County of _____)

On _____, before me,

(insert name and title of the officer)

Notary Public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)

State of California)
County of _____)

On _____, before me,

(insert name and title of the officer)

Notary Public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)

EXHIBIT "A-1"
LEGAL DESCRIPTION

THOSE CERTAIN PARCELS OF LAND IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

(APN: 478-220-01)
LOTS 1, 2 AND 7 IN BLOCK 59 OF BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY, AS SHOWN BY MAP NO. 1, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 10 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY.

TOGETHER WITH:

(APN: 488-350-3, 4)
LOTS 5 AND 6 IN BLOCK 55 OF BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY, AS SHOWN BY MAP NO. 1, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE(S) 10, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY.

TOGETHER WITH:

(APN: 478-220-7)
LOT 4 IN BLOCK 60 OF BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY, AS SHOWN BY MAP NO. 1, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 10 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOGETHER WITH:

(APN: 423-250-2, 7, 10, 11, 18)
PARCELS 1, 2 AND 10 OF PARCEL MAP 17905, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 114, PAGES 70 THROUGH 83, INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOGETHER WITH:

(APN: 422-070-18, 20, 22)
THAT PORTION OF THE NORTH HALF OF THE NORTH HALF OF FRACTION 7, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF, WHICH LIES NORTH OF THE SOUTH LINE OF LOTS 1, 2, 3 AND 4 IN BLOCK 57 AND WHICH LIES NORTH OF THE SOUTH LINE OF LOT 1 AND ITS EASTERLY EXTENSION AND LOT 2 IN BLOCK 58 AS LOTS AND BLOCKS ARE SHOWN ON MAP 1, BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY RECORDED IN BOOK 11, PAGE 10 OF MAPS, SAN BERNARDINO RECORDS.

EXCEPT THAT PORTION LYING WEST OF THE EAST LINE OF PARCELS 2 AND 3 OF PARCEL MAP NO. 8113, ON FILE IN BOOK 28, PAGE 38 OF PARCEL MAPS, RIVERSIDE COUNTY RECORDS.

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PAGE(S) 10, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY.

TOGETHER WITH:

(APN: 478-230-19-0, 20)
LOTS 2 AND 7 IN BLOCK 109 OF BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY, AS SHOWN BY MAP NO. 1, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE(S) 10, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY.

EXCEPT FROM SAID LOT 7 BLOCK 109 THAT PORTION CONVEYED TO THE COUNTY OF RIVERSIDE IN DEED RECORDED JULY 24, 1973 AS FILE NO. 97183 OF OFFICIAL RECORDS.

TOGETHER WITH:

(APN: 478-230-11, 14)
LOTS 1 AND 8 IN BLOCK 109 OF BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY, AS SHOWN BY MAP NO. 1, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 10 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY.

TOGETHER WITH:

(APN: 478-230-9, 10)
LOTS 3 AND 4 IN BLOCK 110 OF BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY, AS SHOWN BY MAP NO. 1, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 11 PAGE 10 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY.

TOGETHER WITH:

(APN: 478-210-54-9)
LOTS 1 THROUGH 4, BLOCK 1 OF THE TOWN OF MORENO, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE(S) 19, OF MAPS. IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY.

TOGETHER WITH THE NORTHERLY 10 FEET OF THAT PORTION OF BAY AVENUE, VACATED BY RESOLUTION RECORDED JANUARY 10, 1974 AS FILE NO. 4002 OF OFFICIAL RECORDS, LYING BETWEEN THE SOUTHERLY PROLONGATION OF THE EAST LINE OF RUSSELL STREET AND THE SOUTHERLY PROLONGATION OF EAST LINE OF LOT 4 IN BOOK 1 AS SHOWN ON AS MAP OF TOWN OF MORENO.

TOGETHER WITH:

(APN: 478-210-55-0)
LOTS 1 THROUGH 4, BLOCK 2 OF TOWN OF MORENO, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN

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BOOK 11, PAGE(S) 19, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY.

TOGETHER WITH THE NORTHERLY 10 FEET OF THAT PORTION OF BAY AVENUE, VACATED BY RESOLUTION RECORDED JANUARY 10, 1974 AS FILE NO. 4002 OF OFFICIAL RECORDS, LYING BETWEEN THE SOUTHERLY PROLONGATION OF THE EAST LINE OF REDLANDS BOULEVARD AND THE SOUTHERLY PROLONGATION OF THE WEST LINE OF RUSSEL STREET AS SHOWN ON SAID MAP OF TOWN OF MORENO.

TOGETHER WITH:

(APN: 478-220-4, 5, 8, 10, 11)

LOTS 1, 2, 3, 7 AND 8 IN BLOCK 60 OF BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY, AS SHOWN BY MAP NO. 1, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE(S) 10 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY.

TOGETHER WITH:

(APN: 488-350-8, 9, 10)

LOTS 6, 7 AND 8 IN BLOCK 56 OF BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY, AS SHOWN BY MAP NO. 1, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE(S) 10 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY.

TOGETHER WITH:

(APN: 478-220-2, 3, 12, 13)

LOTS 3, 4, 5 AND 6 IN BLOCK 59 AS SHOWN BY MAP NO. 1 OF BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 10 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY.

TOGETHER WITH:

(APN: 488-350-5)

LOT 7 IN BLOCK 55 OF MAP NO. 1, OF BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 10 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THAT PORTION OF EUCALYPTUS AVENUE, WITHIN SAID BLOCK LYING SOUTHERLY AND ADJACENT TO SAID LOT 7.

TOGETHER WITH:

(APN: 488-350-6)

LOT 8 IN BLOCK 55 OF MAP NO. 1 OF BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 10 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THOSE PORTIONS

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OF EUCALYPTUS AVENUE AND SINCLAIR STREET, WITH SAID BLOCK LYING SOUTHERLY, EASTERLY AND ADJACENT TO SAID LOT 8.

TOGETHER WITH:

(APN: 488-350-7)
LOT 5 IN BLOCK 56 OF MAP NO. 1 OF BEAR VALLEY AND ALESSANDRO DEVELOPMENT CO., IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 10 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY.

TOGETHER WITH:

(APN: 423-250-8, 9, 12 AND 423-260-10)
PARCELS 3 THROUGH 5, AND 11 OF PARCEL MAP 17905, IN THE CITY OF, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 114, PAGE(S) 70 THROUGH 83, INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOGETHER WITH:

(APN: 423-260-3, 4, 5, 7, 8, 9 AND 423-310-1, 2)
PARCELS 6 THROUGH 9 AND 14 THROUGH 17 OF PARCEL MAP 17905, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 114, PAGE(S) 70 THROUGH 83, INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOGETHER WITH:

(APN: PORTION 488-350-15)
ALL THOSE PORTIONS OF LOTS 1, 2, 3 AND 4 OF BLOCK 55, MAP NO. 1, BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY, AS SHOWN BY MAP ON FILE IN BOOK 11 PAGE 10 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA LYING SOUTHERLY OF PARCEL MAP 35629, FILED IN MAP BOOK 231 PAGES 77 THROUGH 82 OF PARCEL MAPS.

EXCEPTING THEREFROM THAT PORTIONS OF LOTS 3 AND 4 OF BLOCK 34 CONVEYED TO THE STATE OF CALIFORNIA IN DEED RECORDED MAY 25, 1962 AS INSTRUMENT NO. 48967 IN BOOK 3147 PAGE 181 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

ALSO EXCEPTING THEREFROM ONE HALF OF ALL OIL, GAS, MINERAL AND SUBSURFACE RIGHTS 500 FEET OR MORE BELOW THE SURFACE, BUT WITHOUT ANY RIGHTS WHATSOEVER TO THE USE OF THE SURFACE OR THE SUBSURFACE AREA OF SAID LAND TO A DEPTH OF 500 FEET FROM SAID SURFACE FOR ANY PURPOSE INCIDENTAL TO THE OWNERSHIP OF SAID SUBSTANCES, AS RESERVED IN DEED RECORDED JULY 12, 1961 AS INSTRUMENT NO. 59232 IN BOOK 2942 PAGE 318 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA. SAID EXCEPTION AFFECTS LOTS 1, 2 AND 4 OF SAID BLOCK 55.

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TOGETHER WITH:

(APN 478-240-011-3, 017-9, 026-7, 027-8, 030-0)
LOT(S) 3, 4, 5, 6 AND 7 IN BLOCK 136, MAP NO. 1, BEAR VALLEY AND ALESSANDRO DEVELOPMENT CO., IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE(S) 10, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY.

TOGETHER WITH THOSE PORTIONS OF BRODIAEA AVENUE, SINCLAIRE STREET AND CACTUS AVENUE, WITHIN SAID BLOCK, LYING WESTERLY OF THE EAST LINE OF SAID LOTS PROLONGED NORTHERLY AND SOUTHERLY, THAT WOULD PASS WITH A CONVEYANCE OF SAID LOTS.

TOGETHER WITH:

(APN 478-240-028-9)
LOT 1 IN BLOCK 136 OF MAP NO. 1, BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE(S) 10, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, TOGETHER WITH THOSE PORTIONS OF BRODIAEA AVENUE AND THEODORE STREET, WITHIN SAID BLOCK, LYING NORTHERLY OF THE SOUTH LINE OF SAID LOT PROLONGED EASTERLY AND EASTERLY OF THE EAST WEST LINE OF SAID LOT PROLONGED NORTHERLY.

TOGETHER WITH:

(APN 478-240-019-1)
LOT 8 IN BLOCK 136 OF MAP NO. 1, BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE(S) 10, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, TOGETHER WITH THOSE PORTIONS OF CACTUS AVENUE AND THEODORE STREET, WITHIN SAID BLOCK, LYING EASTERLY OF THE WEST LINE OF SAID LOT PROLONGED SOUTHERLY AND SOUTHERLY OF THE NORTH LINE OF SAID LOT PROLONGED EASTERLY.

TOGETHER WITH:

(APN 478-240-025-6)
LOT 8 IN BLOCK 113 OF MAP NO. 1, BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE(S) 10, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, TOGETHER WITH THOSE PORTIONS OF BRODIAEA AVENUE AND THEODORE STREET, WITHIN SAID BLOCK, LYING EASTERLY OF THE WEST LINE OF SAID LOT PROLONGED SOUTHERLY AND SOUTHERLY OF THE NORTH LINE OF SAID LOT PROLONGED EASTERLY.

TOGETHER WITH:

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(APN 478-240-29-0)

LOT 2 IN BLOCK 136 OF MAP NO.1, BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE(S) 10, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA, TOGETHER WITH THOSE PORTIONS OF BRODIAEA AVENUE, THEODORE STREET, CACTUS AVENUE, AND SINCLAIR STREET WHICH WOULD PASS BY OPERATION OF LAW.

TOGETHER WITH:

(APN 478-240-24-5)

LOT 7 IN BLOCK 113 OF MAP NO. 1, BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE(S) 10, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, TOGETHER WITH THOSE PORTIONS OF BRODIAEA AVENUE AND THEODORE STREET WHICH WOULD PASS BY OPERATION OF LAW.

TOGETHER WITH:

(APN 478-240-005-8, 008-1)

LOTS 3 AND 6, BLOCK 113, MAP NO. 1 BEAR VALLEY & ALESSANDRO DEVELOPMENT COMPANY., IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE(S) 10, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA.

TOGETHER WITH:

(APN 422-070-033-1)

PARCEL 4 OF PARCEL MAP 8113, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 28, PAGE 38 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOGETHER WITH:

(APN 422-130-002-8, 003-9)

THE EASTERLY 80 ACRES OF THAT PORTION OF FRACTION SECTION 8, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY UNITED STATES GOVERNMENT SURVEY, LOCATED SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF THE PORTION OF SAID SECTION GRANTED TO THE STATE OF CALIFORNIA FOR HIGHWAY PURPOSES BY DEED RECORDED MARCH 17, 1937 IN BOOK 318, PAGE 57 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPT FROM GOVERNMENT LOTS 3, 4, 5, 6 AND 9, THE SOUTH 30 FEET THEREOF, AS GRANTED TO RIVERSIDE COUNTY FOR ROAD PURPOSES BY DEED RECORDED JUNE 23, 1918 IN BOOK 433, PAGE 192 OF DEEDS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, AND AS SHOWN ON LICENSED SURVEYOR'S MAP ON FILE IN BOOK 5, PAGE 44 OF RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

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THE WESTERLY LINE OF SAID 80 ACRES BEING PARALLEL WITH THE WESTERLY LINE OF SAID SECTION 8.

TOGETHER WITH:

(APN 422-130-001, 422-110-001)

THAT PORTION OF FRACTION SECTION 8, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, LYING SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF THE PORTION OF SAID LAND DESCRIBED IN DEED TO THE STATE OF CALIFORNIA RECORDED MARCH 17, 1937 IN BOOK 318, PAGE 57 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPT THE EASTERLY 80 ACRES THEREOF, THE WESTERLY LINE OF SAID 80 ACRES BEING PARALLEL WITH THE WESTERLY LINE OF SAID SECTION.

ALSO EXCEPT THE SOUTH 30.00 FEET AS DESCRIBED IN DEED TO THE COUNTY OF RIVERSIDE RECORDED JUNE 23, 1916 IN BOOK 433, PAGE 192 OF DEEDS.

ALSO EXCEPTING THEREFROM ANY PORTION THAT LIES WITHIN PARCEL 3 OF PARCEL MAP 16950 AS PER MAP ON FILE IN BOOK 99 OF PARCEL MAPS, AT PAGES 34 THROUGH 42, RIVERSIDE COUNTY RECORDS.

ALSO EXCEPT ONE HALF OF ALL GAS, OIL, AND MINERAL RIGHTS 500.00 FEET FROM BELOW THE SURFACE AS RESERVED BY MARIE B. ERRAMUSPE, A WIDOW, BY DEED RECORDED SEPTEMBER 01, 1960 AS INSTRUMENT NO. 77098, OFFICIAL RECORDS.

TOGETHER WITH:

(APN 422-070-8, 10, 17, 19, 21, AND 422-080-01, 02, 03, 04)

LOTS 1 THROUGH 4 BOTH INCLUSIVE, IN BLOCK 111; LOTS 1 THROUGH 8 BOTH INCLUSIVE, IN BLOCK 83; LOTS 1 THROUGH 8 BOTH INCLUSIVE, IN BLOCK 84; LOTS 1 THROUGH 8 BOTH INCLUSIVE, IN BLOCK 85; LOTS 1 THROUGH 8 BOTH INCLUSIVE, IN BLOCK 86; LOTS 5 THROUGH 8 BOTH INCLUSIVE, IN BLOCK 57; LOTS 5, 6, 7 AND 8 IN BLOCK 58 AND LOTS 1 THROUGH 4 BOTH INCLUSIVE, IN BLOCK 112, OF MAP NO. 1 OF BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 10 OF MAPS, SAN BERNARDINO COUNTY RECORDER, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOGETHER WITH THOSE PORTIONS OF THEODORE STREET, ULYSSES STREET, VIRGINIA STREET, DRACAEA AVENUE, COTTONWOOD AVENUE, BAY AVENUE AND ALESSANDRO BOULEVARD ADJOINING SAID LOTS WITHIN SAID BLOCKS.

TOGETHER WITH THAT PORTION OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, WHICH LIES EAST OF THE EAST LINE OF SAID BLOCKS 57, 84, 85 AND 112.

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EXCEPT THAT PORTION OF BLOCK 58 LYING WITHIN PARCEL. MAP 8113 AS PER MAP RECORDED IN BOOK 28, PAGE 38 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY.

ALSO EXCEPT THAT PORTION LYING NORTHEAST OF THE SOUTHWEST LINE OF THE LAND DESCRIBED IN DEEDS TO THE COUNTY OF RIVERSIDE RECORDED OCTOBER 27, 1938 IN BOOK 300, PAGES 344 AND 345 OF OFFICIAL RECORDS, RECORDED JULY 09, 1936 IN BOOK 287, PAGE 315 AND AUGUST 07, 1936 IN BOOK 292, PAGE 85, AND MARCH 17, 1937 IN BOOK 318, PAGE 57, ALL OF OFFICIAL RECORDS.

ALSO EXCEPT PORTION LYING SOUTHERLY OF THE NORTH LINE OF THE LAND DESCRIBED IN DEED TO THE COUNTY OF RIVERSIDE RECORDED DECEMBER 13, 1915 IN BOOK 432, PAGE 254 OF DEEDS.

ALSO EXCEPT THAT PORTION DESCRIBED IN DEED RECORDED NOVEMBER 27, 1934 IN BOOK 205, PAGE 29 OF OFFICIAL RECORDS AND OCTOBER 23, 1934 IN BOOK 199, PAGE 97 OF OFFICIAL RECORDS.

ALSO EXCEPT ONE-HALF OF ALL GAS, OIL AND MINERALS 500.00 FEET FROM BELOW THE SURFACE AS RESERVED IN DEED RECORDED SEPTEMBER 01, 1960 AS INSTRUMENT NOS. 77097, 77098, 77099, 77100 AND 77101, ALL OF OFFICIAL RECORDS.

TOGETHER WITH:

(APN 478-220-029-8)
PARCEL(S) 1 OF PARCEL MAP NO. 9880, AS PER PLAT RECORDED IN BOOK 47 OF PARCEL MAPS, PAGE(S) 25, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOGETHER WITH:

(APN 488-350-019)
LOT 1 IN BLOCK 56 OF MAP NO. 1 OF BEAR VALLEY AND ALESSANDRO DEVELOPMENT CO., AS SHOWN BY MAP RECORDED IN BOOK 11, PAGE 10 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, LYING SOUTHERLY OF PARCEL MAP 35629, FILED IN MAP BOOK 231 PAGES 77 THROUGH 82 OF PARCEL MAPS.

TOGETHER WITH THOSE PORTIONS OF FIR AVENUE AND THEODORE STREET WITHIN SAID BLOCK LYING EAST OF THE WEST LINE OF SAID LOT PROLONGED NORTHERLY AND NORTH OF THE SOUTH LINE OF SAID LOT PROLONGED EASTERLY.

TOGETHER WITH:

(APN 488-350-021)
LOT 2 IN BLOCK 56 OF MAP NO. 1 OF BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 11, PAGE 10 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, LYING SOUTHERLY OF PARCEL MAP 35629, FILED IN MAP BOOK 231 PAGES 77 THROUGH 82 OF PARCEL MAPS.

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TOGETHER WITH:

(APN 488-350-023)

LOT 3 IN BLOCK 56 OF MAP NO. 1 OF BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 11, PAGE 10 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, LYING SOUTHERLY OF PARCEL MAP 35629, FILED IN MAP BOOK 231 PAGES 77 THROUGH 82 OF PARCEL MAPS.

TOGETHER WITH:

(APN 488-350-025)

LOT 4 IN BLOCK 56 OF MAP NO. 1 OF BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 11, PAGE 10 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, LYING SOUTHERLY OF PARCEL MAP 35629, FILED IN MAP BOOK 231 PAGES 77 THROUGH 82 OF PARCEL MAPS.

TOGETHER WITH THOSE PORTIONS OF SINCLAIR STREET WITHIN SAID BLOCK LYING WESTERLY AND NORTHERLY AND ADJACENT TO SAID LOT 4.

TOGETHER WITH:

(APN 478-240-006,007)

LOTS 1 AND 2 IN BLOCK 113 OF MAP NO. 1 OF BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 11, PAGE 10 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY.

TOGETHER WITH:

(APN: 478-220-014)

LOT 8 IN BLOCK 59 OF BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY, AS SHOWN BY MAP NO. 1, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 10 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY.

TOGETHER WITH:

(APN: 478-220-27)

LOT 7 IN BLOCK 82 OF BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY, AS SHOWN BY MAP NO. 1, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE(S) 10, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY.

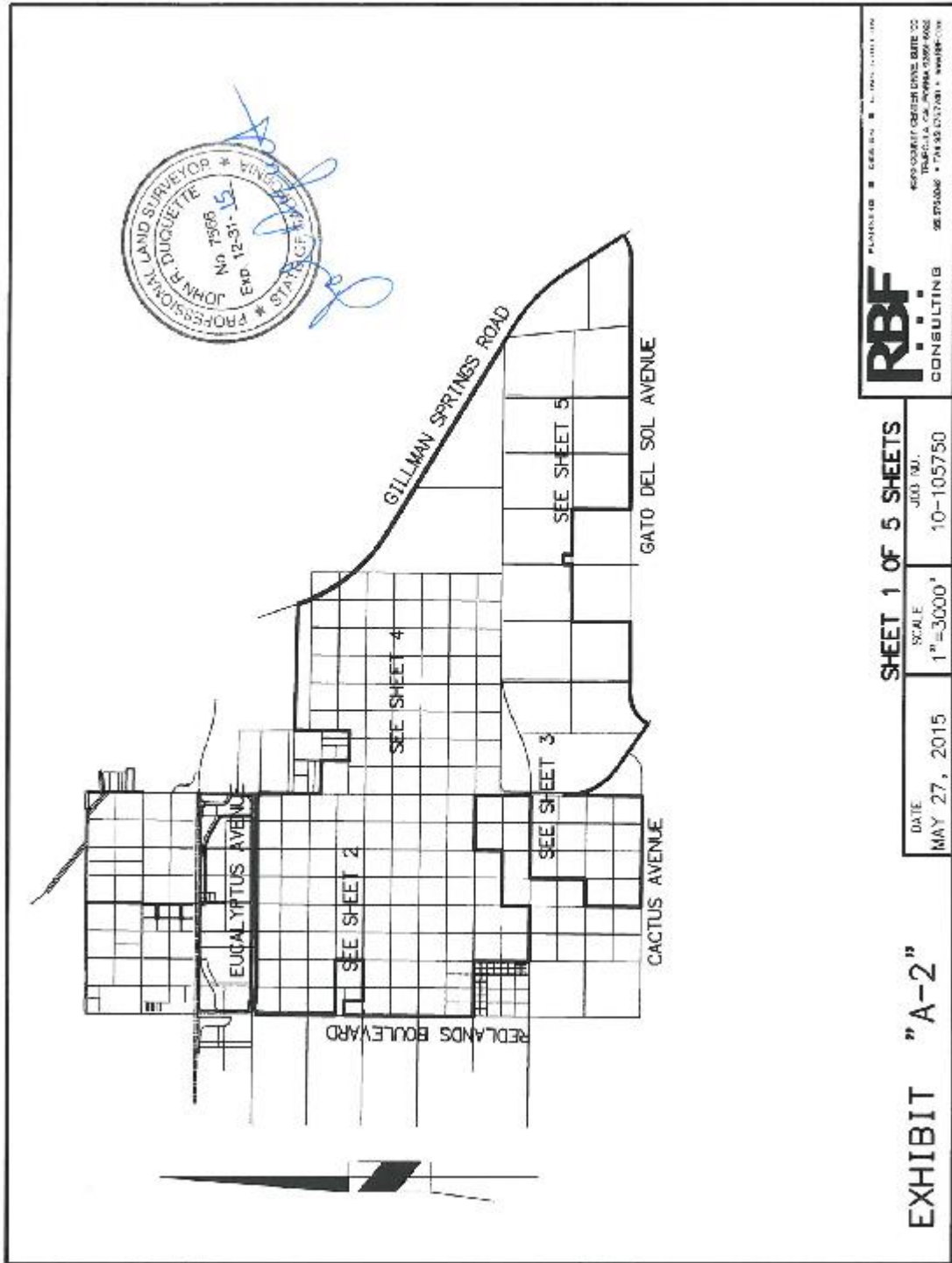
THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION.

John R. Duquette
JOHN R. DUQUETTE, PLS 7566

DATE: 5/27/15



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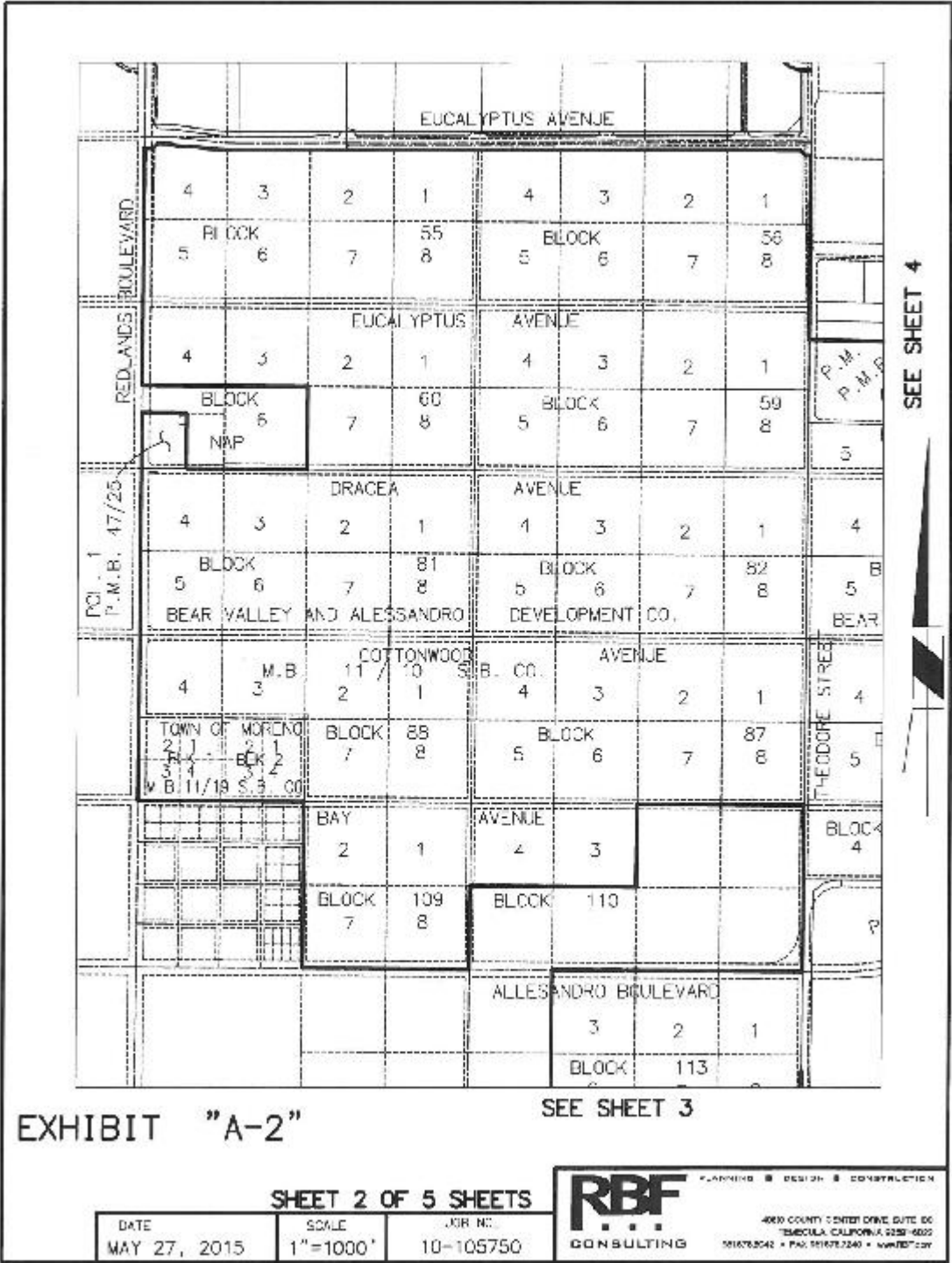
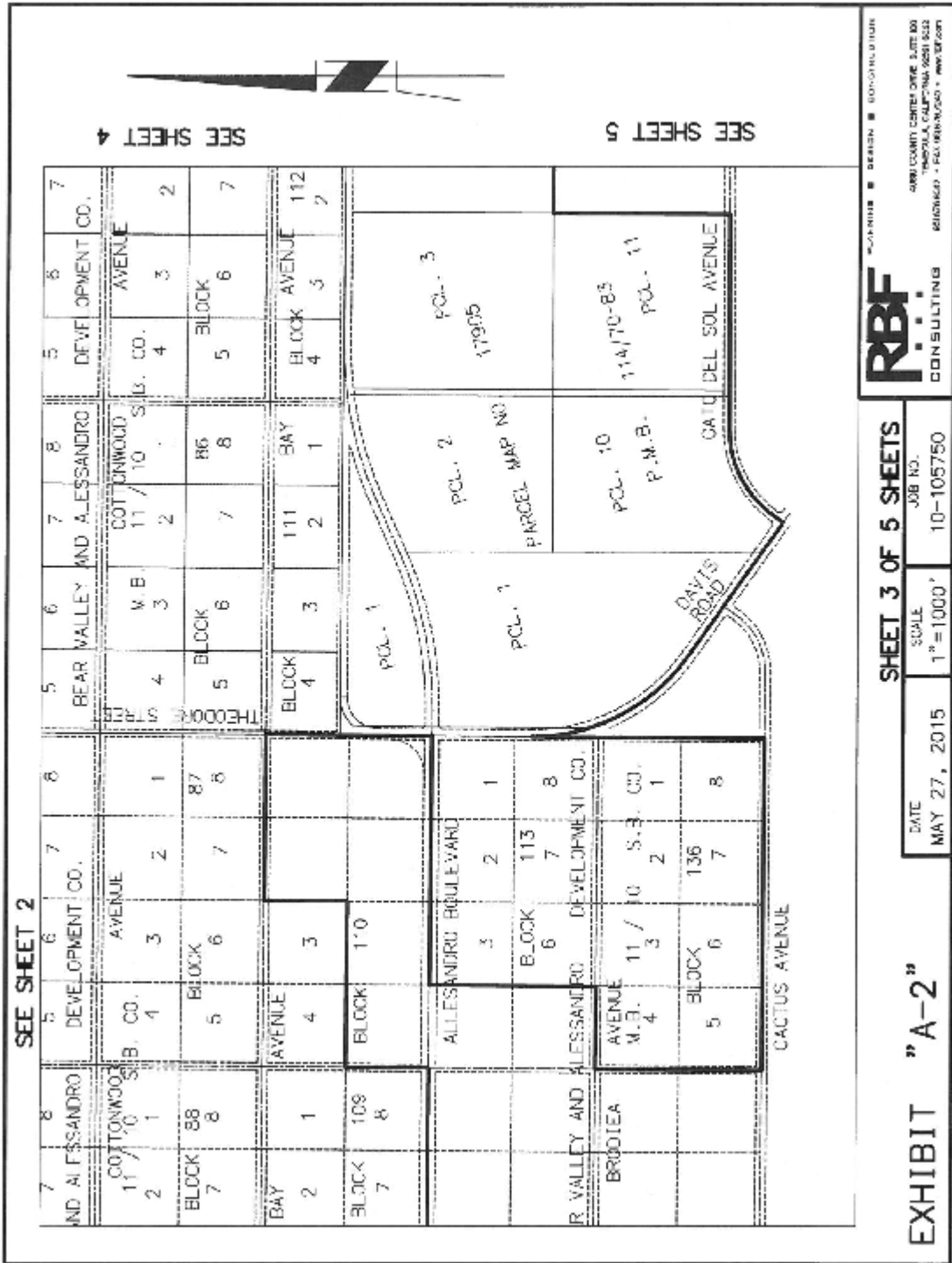


EXHIBIT "A-2"

SEE SHEET 3

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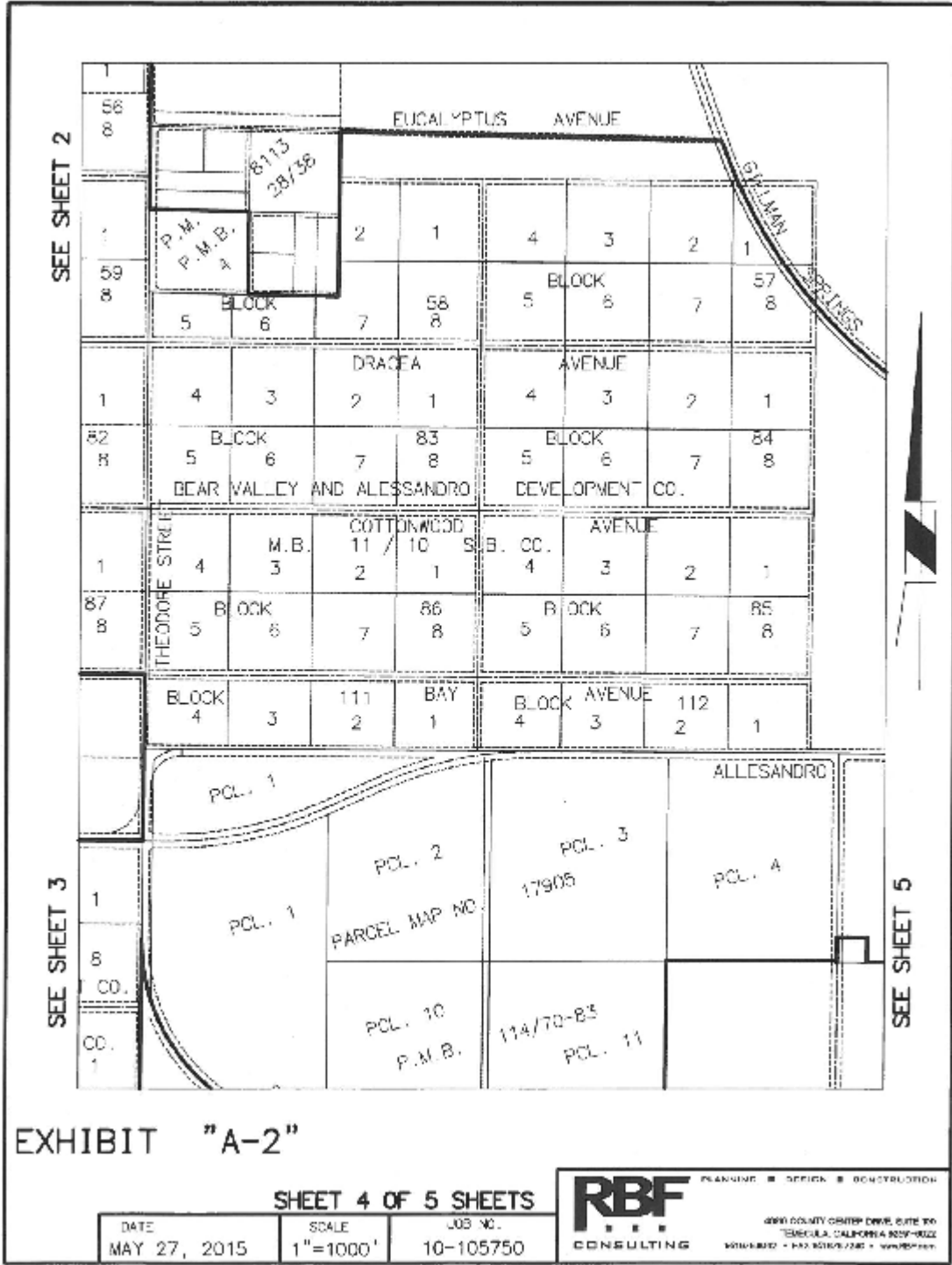
RBF
 CONSULTING
 4980 COUNTY CENTER DRIVE, SUITE 100
 TEMECULA, CALIFORNIA 92592
 951.928.1000 • FAX 951.928.1001 • WWW.RBF.COM

SHEET 3 OF 5 SHEETS
 SCALE: 1" = 1000'
 JOB NO.: 10-105750

DATE: MAY 27, 2015

EXHIBIT "A-2"

Ordinance No. 967
 Date Adopted: July 7, 2020



Attachment: Exhibit A - Ordinance 967 Approving WLC Development Agreement [Revision 1] (4077 : World Logistics Center Ordinance No.967

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Date Adopted: July 7, 2020



Ordinance No. 967
 Date Adopted: July 7, 2020

EXHIBIT NO. A-3

Public Benefits: all are viewed as material consideration for this Agreement, by the City and its Council (not listed in priority).

1. Representation and Warranty in support of HF’s legal or equitable interest in the land composing the area subject to this Agreement. (Recital E and 3.2)
2. DIF fees, public improvements, or both will be paid to the City to further public improvements. (1.5, 4.8, 4.9)
3. City has oversight over transfer of land or buildings within the area covered by the Agreement. (3.4)
4. HF pays for special staff and consultants. (3.6)
5. Education/Library/Job training/funding to City/Job opportunities. (4.11, 4.12)
6. Fire station: “turn key” fire station will be built on HF provided land and will be fully funded and equipped by HF. (4.8)
7. Land owners are bound, contractually, to provide City benefits beyond those available via a nexus condition.
8. City advances its General Plan’s goals, policies and objectives as anticipated when it was adopted.
9. City controls when HF has qualified to release itself, in whole or part, from the Development Agreement. (3.4, 3.5)
10. City preserves its right to impose the enhanced development standards on the Project outlined in the specific plan. (4.2)
11. City has set performance criteria for the Terms of the Agreement. (3.5, 4.4)
12. City preserves the right to update standards and, as required and lawful, require further CEQA reviews. (4.7.1)
13. City Code Standards are imposed for any reimbursements to HF for oversizing any infrastructure. (4.8)
14. City required and is able to hold HF accountable for a local hiring program for City residents. (4.11)
15. City obtains Education, Library, Training, and Innovation funding for residents in the amount up to \$6,993,000, during the Term of the Development Agreement, with One Million Dollars (\$1,000,000) of that being provided in a single lump sum payment upon issuance of the first building permit.

05118111421417v4

Exhibit A-3-1

Ordinance No. 967
Date Adopted: July 7, 2020

- 16. HF will contribute \$500,000 toward the City's development of SR 60 landscape, signage, bridge design enhancement. (4.13)
- 17. City will annually review and enforce its benefits, and ensure performance of its duties. (Article 5)
- 18. Defaults and issues in dispute have a specified resolution process. (Article 6)
- 19. City is covered by HF funded liability insurance (9.1) and from tort claims. (Article 10)
- 20. City is protected as to ensuring HF performance, despite external causation. (11.9)

05118111421417v4

Exhibit A-3-2

Ordinance No. 967
Date Adopted: July 7, 2020

Ordinance No. 967
Date Adopted: July 7, 2020



Report to City Council

TO: Mayor and City Council

FROM: Manuel A. Mancha, Community Development Director
Steve Fries, Animal Services Division Manager

AGENDA DATE: July 7, 2020

TITLE: 2020 CDFA SPAY-NEUTER GRANT AWARD

RECOMMENDED ACTION

Recommendations:

1. Receive and accept a grant award from the California Department of Food and Agriculture (CDFA) in the amount of \$26,000 from the 2020 Pet Lover's License Plate Grant Program. The purpose of the grant award is to provide low to no cost spaying and neutering of dogs and cats.
2. Approve the revenue and expense budget adjustments in the amount of \$26,000 as set forth in the Fiscal Impact section of this report.

SUMMARY

This report recommends acceptance of a \$26,000 grant award from the California Department of Food and Agriculture (CDFA) from the 2020 Pet Lover's License Plate Grant Program. Funds from this CDFA grant award will be used to create additional funding sources for spay-neuter services for dogs and cats in an ongoing effort to continue to reduce the overpopulation and annual intake of stray and unwanted animals at the Moreno Valley Animal Shelter.

DISCUSSION

The California Department of Food and Agriculture administers the 2020 Pet Lover's License Plate Grant program whereby funding is provided through the California Department of Motor Vehicles (DMV). The DMV provides options to vehicle owners to select a special interest or personalized license plate when owners register their vehicle(s). DMV collects an annual additional fee for special interest license plates when owners annually register their vehicles. The Pet Lover's License Plate is one of eleven

“Special Interest” license plates options available. On February 6, 2020, Moreno Valley Animal Services submitted their grant application to CDFA entitled, “PAWS – MoVal” – Pets Altered Wears Smiles – Moreno Valley, requesting a grant award of \$26,000. On May 6, 2020, Moreno Valley Animal Services was selected to receive an award in the amount of \$26,000.

The objectives of this grant funding is to reduce the annual intake of stray and unwanted dogs and cats at the Animal Shelter by 5 to 7%, and increase the positive outcomes for shelter pets by performing approximately 600 spay-neuter surgeries. Grant funds will provide direct spay-neuter services for dogs and cats owned by City residents along with dogs and cats that remain unclaimed and become available for adoption. This important program will help to ensure a healthier animal population within the community as well as at the City’s municipal animal shelter whose ongoing efforts are to increase the positive outcomes of pets through adoptions by the public.

ALTERNATIVES

- 1) Accept the grant award of \$26,000 and approve the revenue and expense budget adjustments. **Staff recommends this alternative as it will have a positive impact on the community by reducing unwanted litters of pets and directly assisting City residents.**

- 2) Do not accept the grant award of \$26,000. **Staff does not recommend this alternative.**

FISCAL IMPACT

The fiscal impact of accepting the grant award of \$26,000 will increase the Animal Services Division’s expenditures and revenue budgets for FY 2020/21 as identified below. **This program funding is restricted for the specific purpose of providing spay-neuter services for dogs and cats owned by City residents and dogs and cats that remain unclaimed and become available for adoption.**

Description	Fund	GL Account No.	Type (Rev/Exp)	FY 20/21 Budget	Proposed Adjustments	FY 20/21 Amended Budget
Grant Operating Revenue	2300	2300-20-38-73312-486000	Rev	\$0	\$26,000	\$26,000
Professional Services Veterinary	2300	2300-20-38-73312-620250	Exp	\$0	\$26,000	\$26,000

PREPARATION OF STAFF REPORT

Prepared By:
 Steve Fries
 Animal Services Division Manager

Department Head Approval:
 Manual A. Mancha
 Community Development Director

CITY COUNCIL GOALS

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

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.

CITY COUNCIL STRATEGIC PRIORITIES

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

Objective 2.11: Protect people and property against animal related injury and nuisance through enforcement of local and state animal welfare laws and ordinances.

ATTACHMENTS

- 1. CDFA-2020GrantAwardNotification

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	6/09/20 6:40 PM
City Attorney Approval	<u>✓ Approved</u>	6/09/20 9:46 AM
City Manager Approval	<u>✓ Approved</u>	6/09/20 6:58 PM

Steve Fries

From: CDFA Grants@CDFA <Grants@cdfa.ca.gov>
Sent: Wednesday, May 6, 2020 2:58 PM
To: Steve Fries
Subject: 2020 Pet Lover's License Plate Grant Program PIN PLP2011
Attachments: PLP2011_City of Moreno Valley - Animal Services Division.docx;
GovtAgencyTaxpayerIDForm.pdf

Warning: External Email – Watch for Email Red Flags!

Congratulations! The California Department of Food and Agriculture (CDFA) is pleased to inform you that the "Project "PAWS!! – MoVal" – Pets Altered Wear Smiles!! – Moreno Valley" grant proposal has been selected to receive a 2020 Pet Lover's License Plate Grant Program award in the amount of: \$26,000.

Carefully review the attached scope of work, including the budget narrative. In some cases, revisions were made to the original grant proposal in order to meet program requirements or due to limited funding availability.

Requirements:

- In order to process the grant agreement, recipients must complete the attached Government Agency Taxpayer ID form by May 15, 2020 and return them via email to grants@cdfa.ca.gov. These are fillable forms and use of the fillable form function is strongly encouraged.

Important information required in filling out the Government Agency Taxpayer ID Form:

- The forms must be complete, legible, without corrections (i.e., strikethroughs), and must be signed and dated.
- The form must include the legal business name as it appears on the Recipient's Federal Tax Identification Number document.
- The Recipient's legal business name and address on the form will be the name and address on the Agreement and where reimbursement payments will be remitted.

Once your agreement is executed, you may begin project implementation. Should you have questions, please contact CDFA's Office of Grants Administration at (916) 657-3231 or via email at grants@cdfa.ca.gov.

Regards,

Office of Grants Administration
California Department of Food and Agriculture
Tel: (916) 657-3231
grants@cdfa.ca.gov
<https://www.cdfa.ca.gov/grants/index.html>

Attachment: CDFA-2020GrantAwardNotification (4075 : 2020 CDFA SPAY-NEUTER GRANT AWARD)



Report to City Council

TO: Mayor and City Council

FROM: Abdul Ahmad, Fire Chief

AGENDA DATE: July 7, 2020

TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ACKNOWLEDGING RECEIPT OF A REPORT MADE BY THE FIRE CHIEF OF THE MORENO VALLEY FIRE DEPARTMENT REGARDING THE INSPECTION OF CERTAIN OCCUPANCIES REQUIRING ANNUAL INSPECTIONS IN SUCH OCCUPANCIES PURSUANT TO SECTIONS 13145, 13146 AND 17921 OF THE CALIFORNIA HEALTH AND SAFETY CODE (RESO. NO. 20XX-XX)

RECOMMENDED ACTION

Recommendation:

1. Approve Resolution No. 2020-XX. A Resolution of the City Council of the City of Moreno Valley, California, acknowledging receipt of a report made by the Fire Chief of the Moreno Valley Fire Department regarding the inspection of certain occupancies requiring annual inspections in such occupancies pursuant to sections 13145, 13146 and 17921 of the California Health and Safety Code.

SUMMARY

Senate Bill (SB) 1205 was approved on September 27, 2018, which requires annual reporting to the City Council on Fire Departments compliance of State Mandated inspections. In accordance with California Health and Safety Codes 13145, 13146, and 17921, the City of Moreno Valley Fire Department inspects all structures for compliance with building standards as well as other regulations set forth by the State Fire Marshal. These inspected structures include hotels, motels, lodging houses, apartment houses, as well as private and public schools.

DISCUSSION

The California Health and Safety Code Sections 13145 and 13146 mandate City and County Fire Departments to enforce building standards adopted by the State Fire Marshal. Included in these standards are requirements for annual inspections of hotels, motels, lodging house, and apartment houses, as well as private and public schools.

In September 2018, the State of California approved SB 1205, requiring City and County Fire Departments to report annually to its administering authority or City Council, a State Mandate Compliance report. This report will outline all state mandated facility inspections conducted by the Fire Department, annually.

In 2010, the City of Moreno Valley formed its annual inspection program to comply with the California Health and Safety Code. Since the start of the program the City has seen benefits of the comprehensive inspection program and the increased level of safety at these facilities. In accordance with the City's adopted fee schedule, inspection fees are charged as allowed by the Health and Safety Code. The department assures compliance of these facilities by scheduling inspections with property owners during the property's assigned inspection month. Currently, the Fire Department has completed 357 mandated facilities required SB 1205 annual inspections for FY 2019/2020. A copy of the SB 1205 Annual Report is attached to Resolution No. 2020-XX as Exhibit A.

ALTERNATIVES

1. Approve Resolution No. 2020-XX, acknowledging receipt of a report made by the Fire Chief of the Moreno Valley Fire Department regarding the inspection of certain occupancies requiring annual inspections in such occupancies pursuant to sections 13145, 13146 and 17921 of the California Health and Safety Code. Staff recommends this alternative.
2. Do not Approve Resolution No. 2020-XX, acknowledging receipt of a report made by the Fire Chief of the Moreno Valley Fire Department regarding the inspection of certain occupancies requiring annual inspections in such occupancies pursuant to sections 13145, 13146 and 17921 of the California Health and Safety Code. Staff does not recommend this alternative.

FISCAL IMPACT

There is no cost to the City for approval of the Resolution. The City will request reimbursement of incurred costs if the State identifies this particular statute impose costs mandated by the State. The reimbursement of State mandated cost is covered under Senate Bill 90 and is managed by the Financial & Management Services Department.

PREPARATION OF STAFF REPORT

Prepared By:
Paul Villalobos
Assistant Fire Marshal

Department Head Approval:
Abdul Ahmad
Fire Chief

Concurred By:
Felicia London
Public Safety Contracts Administrator

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. Resolution FY19.20
- 2. SB1205_93
- 3. UPDATED 19.20 State Mandate Inspections

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	6/30/20 4:37 PM
City Attorney Approval	<u>✓ Approved</u>	6/30/20 4:33 PM
City Manager Approval	<u>✓ Approved</u>	6/30/20 5:01 PM

RESOLUTION NO. 2020 – XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ACKNOWLEDGING RECEIPT OF A REPORT MADE BY THE FIRE CHIEF OF THE MORENO VALLEY FIRE DEPARTMENT REGARDING THE INSPECTION OF CERTAIN OCCUPANCIES REQUIRING ANNUAL INSPECTIONS IN SUCH OCCUPANCIES PURSUANT TO SECTIONS 13145, 13146 and 17921 OF THE CALIFORNIA HEALTH AND SAFETY CODE

WHEREAS, California Health & Safety Code Section 13146.4 was added in 2018, and became effective on September 27, 2018; and

WHEREAS, California Health & Safety Code Sections 13146.2 and 13146.3 requires all fire departments, including the Moreno Valley Fire Department, that provide fire protection services to perform annual inspections in every building used as a public or private schools, hotels, motels, lodging houses, and apartment houses for compliance with building standards, as provided and

WHEREAS, California Health & Safety Code Section 13146.4 requires all fire departments, including the Moreno Valley Fire Department, that provide fire protection services to report annually to its administering authority on its compliance with sections 13146.2 and 13146.3 and,

WHEREAS, the Council of the City of Moreno Valley intends this Resolution to fulfill the requirements of the California Health & Safety Code regarding acknowledgment of the Moreno Valley Fire Department’s compliance with California Health and Safety Code Sections 13146.4.

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

The Council expressly acknowledges the receipt of the annual fire inspection report for fiscal year 2019/2020, attached hereto as Exhibit “A”.

APPROVED AND ADOPTED this _____ day of _____, YYYY.

Resolution No. 2020-_____
Date Adopted:
July 7, 2020

Attachment: Resolution FY19.20 [Revision 2] (4098 : A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA,

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Resolution No. 2020-_____²
Date Adopted:
July 7, 2020

Attachment: Resolution FY19.20 [Revision 2] (4098 : A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA,

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-___ 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 July, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

Resolution No. 2020-___ 3
Date Adopted:
July 7, 2020

Attachment: Resolution FY19.20 [Revision 2] (4098 : A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA,

Senate Bill No. 1205

CHAPTER 854

An act to add Section 13146.4 to the Health and Safety Code, relating to fire protection.

[Approved by Governor September 27, 2018. Filed with Secretary of State September 27, 2018.]

LEGISLATIVE COUNSEL'S DIGEST

SB 1205, Hill. Fire protection services: inspections: compliance reporting.

Existing law requires the chief of any city or county fire department or district providing fire protection services and his or her authorized representatives to inspect every building used as a public or private school within his or her jurisdiction, for the purpose of enforcing specified building standards, not less than once each year, as provided. Existing law requires every city or county fire department or district providing fire protection services that is required to enforce specified building standards to annually inspect certain structures, including hotels, motels, lodging houses, and apartment houses, for compliance with building standards, as provided.

This bill would require every city or county fire department, city and county fire department, or district required to perform the above-described inspections to report annually to its administering authority, as defined, on the department's or district's compliance with the above-described inspection requirements, as provided. The bill would require the administering authority to acknowledge receipt of the report in a resolution or a similar formal document. To the extent this bill would expand the responsibility of a local agency, the bill would create a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

The people of the State of California do enact as follows:

SECTION 1. Section 13146.4 is added to the Health and Safety Code, to read:

13146.4. (a) Every city or county fire department, city and county fire department, or district required to perform an annual inspection pursuant

to Sections 13146.2 and 13146.3 shall report annually to its administering authority on its compliance with Sections 13146.2 and 13146.3.

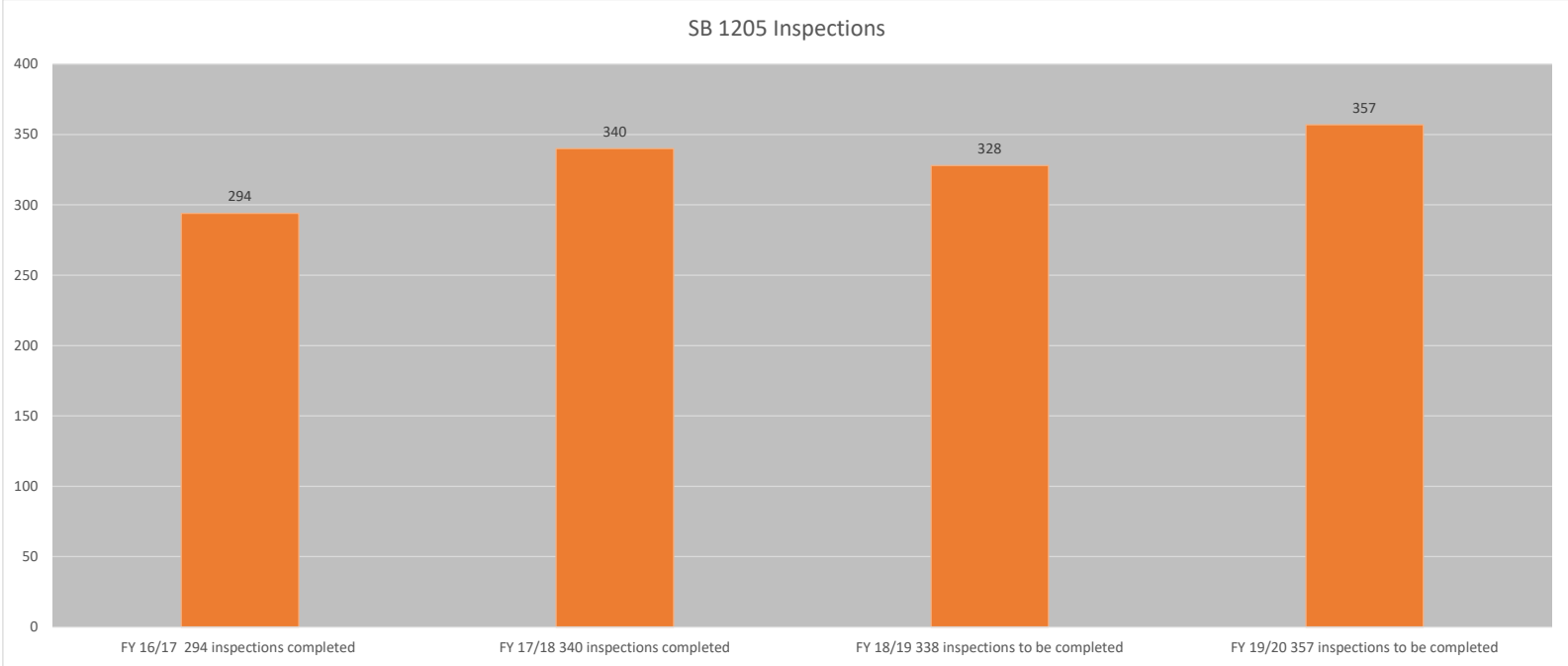
(b) The report made pursuant to subdivision (a) shall occur when the administering authority discusses its annual budget, or at another time determined by the administering authority.

(c) The administering authority shall acknowledge receipt of the report made pursuant to subdivision (a) in a resolution or a similar formal document.

(d) For purposes of this section, “administering authority” means a city council, county board of supervisors, or district board, as the case may be.

SEC. 2. If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

O





Report to City Council

TO: Mayor and City Council

FROM: Marshall Eyerman, Assistant City Manager
Manuel A. Mancha, Community Development Director

AGENDA DATE: July 7, 2020

TITLE: APPROVAL OF A COMMUNITY ENHANCEMENT OFFICER POSITION

RECOMMENDED ACTION

Recommendation:

1. Authorize the Community Development Department to de-fund one Code Enforcement Officer II and one Sr. Code Compliance Officer positions and fund two Community Enhancement Officer position.
2. Approve the Community Enhancement Officer job classification
3. Authorize the City Position Summary, as amended

SUMMARY

This report recommends the City Council authorize Human Resources, on behalf of the Community Development Department, to defund one vacant Code Compliance Officer II position, defund one vacant Sr. Code Compliance Officer and fund two Community Enhancement Officer positions.

As new demands begin to develop within the community, this position will be focused on additional proactive efforts to address items throughout any part of the day or evening and be responsive to addressing additional demands of items including, but not limited to, fireworks, homeless, and illegal vendors. These new positions will assist with providing a more comprehensive code enforcement and an expanded proactive approach to community concerns.

DISCUSSION

The City Position Summary as amended by the City Council serves as an important internal control tool for City Council to establish authorized positions for the City while enabling staff to manage within the authorized and funded positions. The City Position Summary addresses career authorized positions and does not include temporary positions. As a result of operational changes, it is requested that these positions be adjusted based on current and projected demands for the positions and services.

Staff recommends the following updates to the City Position Summary:

- Defund one Code Compliance Officer II position (C20 \$54,070.64 - \$76,128.42), defund one Sr. Code Compliance Officer (C22 \$65,723.42 – 92,534.62) and fund two Community Enhancement Officer positions (C22 \$65,723.42 – 92,534.62) in the Community Development Department. The funding of the new positions will facilitate the City’s ability to align the services with operational changes and community needs. The new positions can be filled at a level within the current budget.

Department / Position Title		FY 2020/21 Adjustment	Requested Budget Amendment
<u>Community Development Department</u>			
Code Compliance Officer II	FT	(1)	\$0
Sr. Code Compliance Officer	FT	(1)	\$0
Community Enhancement Officer	FT	2	\$0
Total Adjustment		0	\$0

ALTERNATIVES

1. Approve Recommended Actions as set forth in this staff report, including the approval of the City Position Summary for FY 2020/21, as presented in the attachment. The approval of these items will allow for ongoing activities to be carried out in the current fiscal year. *Staff recommends this alternative.*
2. Do not approve proposed Recommended Actions as set forth in this staff report, including the approval of the City Position Summary for FY 2020/21, as presented in attachment. *Staff does not recommend this alternative.*

FISCAL IMPACT

The new positions can be filled at a level within the current budget. No budget adjustment is being requested.

NOTIFICATION

Publication of the Agenda

PREPARATION OF STAFF REPORT

Prepared By:
Marshall Eyerman
Assistant City Manager

Department Head Approval:
Marshall Eyerman
Assistant City Manager

Concurred By:
Manuel A Mancha
Community Development Director

CITY COUNCIL GOALS

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

Community Image, Neighborhood Pride and Cleanliness. Promote a sense of community pride and foster an excellent image about our City by developing and executing programs which will result in quality development, enhanced neighborhood preservation efforts, including home rehabilitation and neighborhood restoration.

CITY COUNCIL STRATEGIC PRIORITIES

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

ATTACHMENTS

- 1. City Position Summary FY 20-21
- 2. Community Enhancement Officer

APPROVALS

Budget Officer Approval	<u> ✓ Approved </u>	6/25/20 2:51 PM
City Attorney Approval	<u> ✓ Approved </u>	7/01/20 5:54 PM
City Manager Approval	<u> ✓ Approved </u>	7/01/20 6:23 PM

City of Moreno Valley
FY 2020/21
City Position Summary

Position Title	FY 2020/21 No.
Accountant I	1
Accountant II	1
Accounting Asst	3
Accounting Technician	1
Accounts Payable Supervisor	1
Administrative Asst	8
Administrative Services Dir	-
After School Prog Coordinator	-
After School Prog Specialist	-
After School Prog Supervisor	-
Animal Care Technician	5
Animal Care Technician Supervisor	1
Animal Control Officer	7
Animal Rescue Coordinator	1
Animal Services Assistant	4
Animal Services Dispatcher	1
Animal Services Division Manager	1
Animal Services Field Supervisor	1
Animal Services License Inspector	1
Animal Svcs Office Supervisor	1
Applications & DB Admin	1
Applications Analyst	1
Assistant City Attorney	1
Assistant City Clerk	-
Assoc Environmental Engineer	-
Associate Engineer	4
Associate Planner	4
Asst Buyer	2
Asst City Manager	-
Asst Crossing Guard Spvr	1
Asst Network Administrator	1
Assistant City Manager (Development Services)	1
Asst. Applications Analyst	-
Assistant City Manager (Administration)/Chief Financial Officer	1
Banquet Facility Rep	1
Budget Officer	-
Building & Neighborhood Services Div Mgr	-
Building Safety Supervisor	1
Building Div Mgr / Official	-
Building Inspector I I	4
Business License Liaison	1
Bus. Support & Neigh Prog Admin	-
Cable TV Producer	2
Capital Projects Division Manager	1
Chief Financial Officer/City Treasurer	-

Attachment: City Position Summary FY 20-21 [Revision 1] (4094 : APPROVAL OF A COMMUNITY ENHANCEMENT OFFICER POSITION)

City of Moreno Valley
 FY 2019/20 - 2020/21
 City Position Summary

Position Title	FY 2020/21 No.
Child Care Asst	4
Child Care Instructor I I	4
Child Care Program Manager	1
Child Care Site Supervisor	4
City Attorney	1
City Clerk	1
City Manager	1
Code & Neigh Svcs Division Manager	1
Code & Neigh Svcs Official	-
Code Compliance Field Sup.	-
Code Compliance Officer I/I I	5
Code Supervisor	-
Comm & Economic Dev Director	-
Community Dev Director	1
Community Enhancement Officer	2
Community Services Coordinator	4
Community Svcs Supervisor	1
Construction Inspector	2
Construction Inspector Supervisor	1
Crossing Guard	35
Crossing Guard Supervisor	1
Customer Service Asst	-
Dep PW Dir /Asst City Engineer	-
Deputy City Attorney I	1
Deputy City Attorney I I I	-
Deputy City Clerk	1
Deputy City Manager	1
Deputy Finance Director	1
Dep. Comm & Economic Dev Director	-
Development Svcs Coordinator	-
Economic Dev Director	1
Economic Dev Division Mgr	2
Electric Utility Chief Engineer	1
Electric Utility Division Mgr	1
Electric Utility Program Coord	1
Emerg Mgmt & Vol Svc Prog Spec	1
Emerg Mgmt & Vol Svcs Prog Mgr	1
Engineering Division Manager/Assistant City Engineer	1
Engineering Technician I I	1
Enterprise Systems Admin	1
Environmental Analyst	-
Equipment Operator	4
Exec Asst to Mayor / City Council	1
Exec. Assistant to the City Manager	-
Executive Asst I	7

Attachment: City Position Summary FY 20-21 [Revision 1] (4094 : APPROVAL OF A COMMUNITY ENHANCEMENT OFFICER POSITION)

City of Moreno Valley
 FY 2019/20 - 2020/21
 City Position Summary

Position Title	FY 2020/21 No.
Executive Asst I I	1
Facilities Maint Mechanic	1
Facilities Maint Worker	3
Facilities Maintenance Spvr	-
Financial Analyst	-
Financial Operations Div Mgr	1
Financial Resources Div Mgr	1
Fire Inspector I	-
Fire Inspector I I	-
Fire Marshall	-
Fire Safety Specialist	-
Fleet Supervisor	-
Fleet & Facilities Maintenance Supervisor	1
GIS Administrator	-
GIS Specialist	1
GIS Technician	1
Housing Program Coordinator	-
Housing Program Specialist	-
Human Resources Analyst	1
Human Resources Director	-
Human Resources Division Manager	1
Human Resources Technician	-
Info Technology Technician	2
Landscape Development Coord	-
Landscape Irrigation Tech	-
Landscape Svcs Inspector	2
Landscape Svcs Supervisor	1
Lead Animal Care Technician	-
Lead Facilities Maint Worker	1
Lead Maintenance Worker	4
Lead Parks Maint Worker	6
Lead Traffic Sign/Marking Tech	2
Lead Vehicle / Equip Tech	1
Legal Secretary	-
Lib Serv Div Mgr	-
Librarian	-
Library Asst	-
Library Circulation Supervisor	-
Maint & Operations Div Mgr	1
Maintenance Worker I	-
Maintenance Worker II	1
Maintenance Worker I/II	17
Management Aide	5
Management Analyst	13
Management Asst	7

Attachment: City Position Summary FY 20-21 [Revision 1] (4094 : APPROVAL OF A COMMUNITY ENHANCEMENT OFFICER POSITION)

City of Moreno Valley
FY 2019/20 - 2020/21
City Position Summary

Position Title	FY 2020/21 No.
Media & Communications Division Manager	1
Media & Production Supervisor	-
Network Administrator	1
Office Asst	-
Paralegal	1
Park Ranger	3
Parking Control Officer	2
Parks & Community Services Deputy Director	1
Parks & Community Services Director	1
Parks & Community Services Division Manager	-
Parks Maintenance Division Manager	-
Parks Maint Supervisor	2
Parks Maint Worker	12
Parks Projects Coordinator	1
Payroll Supervisor	1
Permit Technician	5
Planning Commissioner	7
Planning Div Mgr / Official	1
Principal Accountant	1
Principal Planner	1
Public Information/Intergovernmental Relations Officer	1
Public Safety Contract Administrator	1
Purch & Facilities Div Mgr	1
PW Director / City Engineer	1
Recreation Program Coord	-
Recreation Program Leader	7
Recreation Supervisor	-
Recycling Specialist	1
Resource Analyst	-
Risk Division Manager	-
Security Guard	2
Spec Dist Budg & Accting Spvr	-
Spec Districts Div Mgr	1
Special Districts Prog Mgr	-
Sr Accountant	3
Sr Administrative Asst	15
Sr Applications Analyst	1
Sr Citizens Center Coord	-
Sr Code Compliance Officer	1
Sr Construction Inspector	2
Sr Customer Service Asst	3
Sr Deputy City Clerk	1
Sr Electrical Engineer	1
Sr Engineer, P.E.	5
Sr Engineering Technician	1

Attachment: City Position Summary FY 20-21 [Revision 1] (4094 : APPROVAL OF A COMMUNITY ENHANCEMENT OFFICER POSITION)

City of Moreno Valley
FY 2019/20 - 2020/21
City Position Summary

Position Title	FY 2020/21 No.
Sr Equipment Operator	1
Sr Financial Analyst	-
Sr GIS Analyst	1
Sr Graphics Designer	1
Sr Human Resources Analyst	1
Sr IT Technician	-
Sr Landscape Svcs Inspector	-
Sr Management Analyst	3
Sr Office Asst	2
Sr Park Ranger	-
Sr Parking Control Officer	1
Sr Parks Maint Technician	2
Sr Payroll Technician	1
Sr Permit Technician	2
Sr Planner	1
Sr Recreation Program Leader	2
Sr Telecomm Technician	1
Sr Traffic Engineer	-
Sr Traffic Signal Technician	1
Storekeeper	1
Storm Water Prog Mgr	-
Strategic Initiatives Manager	1
Street Maintenance Supervisor	2
Sustainability & Intergovernmental Prog Mgr	-
Technology Services Div Mgr	-
Telecomm Engineer / Admin	1
Telecomm Technician	1
Traffic Operations Supervisor	1
Traffic Sign / Marking Tech I	1
Traffic Sign/Marking Tech II	2
Traffic Signal Technician	2
Trans Div Mgr / City Traf Engr	1
Treasury Operations Div Mgr	1
Tree Trimmer	-
Vehicle / Equipment Technician	3
Total	362

City of Moreno Valley

CLASS SPECIFICATION
Community Enhancement Officer

GENERAL PURPOSE

Under general supervision, works closely with City code compliance staff, task forces, police department staff, fire inspectors, building officials and representatives of other governmental agencies to investigate and enforce state and municipal codes and ordinances; serves as lead inspector/patrol and provides work direction and guidance to subordinate officers; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS

Community Enhancement Officer is a public safety position responsible for the positive enforcement of laws, rules and regulations pertaining to City Codes, rules and regulations. Community Enhancement Officer monitor City facilities and public space to enforce City rules, regulations and City codes, record and report violations of regulations and ordinances governing the use of the park facilities, and respond to emergency situations.

Community Enhancement Officer is further distinguished from classes in the professional community enhancement/code compliance planning series in that Community Enhancement Officers focus on field patrols, inspection, citations, and field and telephonic interaction with citizens, business owners, property owners and the public to ensure compliance with municipal and building code provisions.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

1. Provides lead work direction and guidance to subordinate staff; prepares work schedules and assigns overtime as needed; assists management in training and evaluating new officers; interprets municipal codes and state and local ordinances to staff; ensures staff meet assigned deadlines and performance standards; provides backup to assigned officers in the field on the more complex and hazardous cases; investigates and resolves citizen complaints involving field staff; ensures City vehicles and equipment are properly maintained by staff.
2. Investigates and enforces state and municipal codes; prepares case files and investigative reports for civil or criminal prosecution, receivership, injunctive relief or other administrative proceedings; prepares site plans, diagrams and drawings to correlate findings; prepares affidavits to support inspection or abatement warrants; organizes and tracks case files for cost recovery.
3. Researches and makes recommendations for the amendment of current codes and the adoption of new codes; prepares policies and procedures and drafts ordinances to improve enforcement functions.
4. Performs the more complex code compliance and business license inspections, re-inspections and investigations to ensure compliance with City municipal codes; investigates and determines

existence and type of municipal code violations and recommends corrective actions to bring about compliance; determines time frames for compliance achievement; issues verbal warnings, notices of violation, notices to abate nuisances and administrative citations in accordance with City Municipal Codes, administrative policies and division policies; issues notices of non-compliance; responds to hazardous materials calls on public and private property and takes appropriate action; maintains an active caseload and documents investigations and inspections made.

5. Answers inquiries from and advises property owners, builders and the public regarding compliance with City municipal codes; represents the City in public and community meetings and provides information to the public on City code compliance policies and regulations; responds to citizen complaints regarding potential code violations; conducts research regarding property ownership, current and past permits and applications and applicable codes; coordinates code enforcement actions with other City departments and other governmental agencies when necessary; performs sweeps and special details with police staff, code officers, fire inspectors, building officials and representative of other governmental agencies; represents the City in court and at administrative hearings and testifies regarding code violations.
6. Maintains accurate, complete records of complaints, inspections, violations and citations; prepares periodic written reports detailing code enforcement activity.
7. Patrols and monitors activities at City facilities and throughout the City to enforce established rules, regulations and City codes and ordinances.
8. Reports and cites parking and other City ordinance violations.
9. Reports destruction or defacement of city and public facilities; reports unsafe or unlawful acts or situations; provides positive enforcement through counseling sessions with violators or through issuance of citations.
10. Notifies other City departments and other agencies regarding City problems and patrol complaints.
11. Provides information, direction and assistance to the public; provides emergency services, including CPR and first-aid, as necessary.
12. Works cooperatively and effectively with the public and other departments.

OTHER DUTIES

1. Performs user-level maintenance of assigned City vehicles.
2. Assists Code Compliance Officers, Park Rangers and other City staff as necessary.
3. Participates on special task force and outreach projects as assigned.
4. Attends a variety of meetings, seminars and conferences.

QUALIFICATIONS

Knowledge of:

1. City, county, state and federal laws and regulations and municipal codes relating to building, permits, public health, public safety, peace and public nuisance.
2. Principles, practices and trends of zoning and building code enforcement and Principles and methods of research and investigation related to enforcement.
3. Applicable City ordinances, department rules and regulations and county and state codes and laws.
4. Methods, procedures and techniques used in the identification, interpretation and enforcement of a wide variety of code violations.
5. General security practices and laws regarding search and seizure.
6. Principles and methods of research and investigation related to code enforcement.
7. Effective public relations practices.
8. Evidentiary requirements for courts of law.
9. Basic first-aid, CPR and self-defense techniques.

Ability to:

1. Understand, interpret and enforce municipal codes.
 2. Organize, coordinate, direct and participate in the investigation of potential municipal code violations.
 3. Coordinate work assignments with other divisions, departments and agencies.
 4. Prepare clear, concise and comprehensive correspondence, reports and other written materials.
 5. Organize, set priorities and exercise sound independent judgment within areas of responsibility.
 6. Exercise tact and diplomacy in dealing with sensitive and complex issues and situations.
 7. Establish and maintain effective working relationships with City management, staff, representative of other agencies, citizen and community groups, lending and financial institutions and others encountered in the course of work.
 8. Learn and apply relevant municipal and penal code sections and City rules and regulations.
1. Recognize conditions that constitute code violations.
 2. Apply practical judgment and critical reasoning to enforcement and information-gathering situations.
 3. Analyze potential code violations accurately and adopt effective resolution processes.

4. Research and interpret building and municipal codes.
5. Calmly and effectively confront possible dangerous and/or emotionally tense situations.
6. Understand and follow written and oral instructions.
7. Maintain accurate records and prepare clear and concise reports and documentation.
8. Safely operate City vehicles and practice courteous driving practices.
9. Operate office business machines, including personal computers.
10. Communicate clearly and concisely, both orally and in writing, and speak effectively in public.

Education, Training and Experience:

A typical way of obtaining the knowledge, skills and abilities outlined above is graduation from high school or G.E.D. equivalent; and two years of code enforcement experience involving public contact in a municipal setting; or an equivalent combination of training and experience. Certification as a Health Inspector through CDPH may require a four year degree. Supplemental course work in Administration of Justice or security procedures and operations is desirable, Bilingual ability (English/Spanish) is desirable.

Because this position is considered safety sensitive, individuals selected for hire must pass a comprehensive background check and medical examination.

Licenses; Certificates; Special Requirements:

A valid California driver’s license and the ability to maintain insurability under the City’s vehicle insurance policy.

Must be able to obtain California Department of Public Health (CDPH) certification as a Health Inspector.

Advanced first-aid and CPR certificates or the ability to obtain them within six months of date of hire.

Current, valid California Penal Code 832 Peace Officer Training Certification, and Government Code Section 1031, a course on the laws of arrest and search and seizure, within six months of date of hire.

PHYSICAL AND MENTAL DEMANDS

The physical and mental demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical Demands

While performing the duties of this job, the employee is regularly required to sit; talk or hear, both in person and by telephone; feel or operate objects, tools or controls; reach with hands and arms; stand; talk and hear; walk; sit; climb or balance; stoop, kneel, crouch or crawl; and lift or move up to 100 pounds; handle and feel computers and standard business equipment; the employee is frequently required to stand and walk; and the employee is required to drive a vehicle.

Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception and the ability to adjust focus and determine colors.

Mental Demands

While performing the duties of this class, employees are regularly required to use written and oral communication skills; read and interpret data, information and documents; analyze and solve problems; use math and mathematical reasoning; observe and interpret situations; learn and apply new information or new skills; work under deadlines with constant interruptions; interact with City management, staff, property and business owners, vendors, the public and others encountered in the course of work, some of whom may be dissatisfied or quarrelsome.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is generally performed outside in seasonal climate and weather conditions, exposed to noise, dust, dirt and odors. The employee may work near moving traffic, and may be exposed to dangerous materials, situations and persons. The noise level is occasionally loud.

The employee must be able to work rotating shifts, nights, weekends, holidays and overtime. Additional shifts shall be required to cover activities at any time within a 24 hour day.

Attachment: Community Enhancement Officer [Revision 2] (4094 : APPROVAL OF A COMMUNITY ENHANCEMENT OFFICER POSITION)



Report to City Council

TO: Mayor and City Council Acting in its Capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD)

FROM: Patti Solano, Parks & Community Services Director

AGENDA DATE: July 7, 2020

TITLE: ACCEPTANCE OF CHILD DEVELOPMENT PROGRAM FUNDS FROM THE CALIFORNIA DEPARTMENT OF EDUCATION, CHILD DEVELOPMENT SERVICES, TO OPERATE CHILD CARE SERVICES FOR FISCAL YEAR 2020/21 AND ADOPTION OF THE RESOLUTION TO CERTIFY APPROVAL OF THE GOVERNING BOARD

RECOMMENDED ACTION

Recommendations:

1. Authorize the acceptance of child development program funds in the amount of \$814,041 and any subsequent amendments for Fiscal Year (FY) 2020/21 from the California Department of Education, Child Development Division, for the purpose of providing school age child care and development services; and
2. Adopt Resolution No. CSD 2020-____. A resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, certifying approval of the governing board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize designated personnel to sign contract documents for FY 2020/21.

SUMMARY

This report recommends the acceptance of Child Development Program Funds to continue operation of A Child's Place licensed after school child care program. This program is supported by child development funds, parent fees, and food program revenue. Child development operating revenue is a combination of federal and state funding.

DISCUSSION

The focus of the initial program application submitted by the City of Moreno Valley Parks and Community Services Department was based on the high demand assessed by the Department within its own programs. This included the need for after school care during the traditional school year and full day care on school vacation days. The program operates in five elementary schools: Creekside, Sunnymead, Rainbow Ridge, and Armada during the school year and Val Verde Academy during school breaks.

A Child's Place program serves low-income parents who work or go to school, and accommodates up to 142 children from kindergarten through 12 years of age. The program, in effect since January of 1997, fosters the healthy social and emotional development of every child by providing activities, schedules, materials, and equipment to ensure that children are both challenged and successful. Programming for the students includes a nutritious daily snack, arts and crafts, indoor and outdoor games, story time, homework time, and social time. The program also includes field trips with bus transportation, parent conferences, and special parenting classes and programs on topics including health issues, substance abuse, nutrition, personal safety, community awareness, literacy, and more. The program works closely with parents and school site staff to incorporate applicable school rules into the program and provide emotional support for children.

A Child's Place normally operates at school sites under the "modified traditional" school schedule, between the hours of 11:30 a.m. and 6:00 p.m. on school days, and 7:00 a.m. to 6:00 p.m. on school vacation days, Monday through Friday. Due to the COVID-19 pandemic and school campus closures in both the Moreno Valley and Val Verde unified school districts, the program temporarily closed on March 16, 2020. Extremely limited availability of personal protective equipment and disinfecting supplies forced the program to remain closed until May 25, 2020. On May 26, 2020, the program was able to safely reopen on a modified schedule from 8:00 a.m. to 5:00 p.m., with limited class sizes to serve children of essential workers, in accordance with local county health guidelines. As local health restrictions allow for increased class size, the program will open up additional slots to return to normal operation at full capacity.

As part of the City's policy, the City Council must formally accept this funding from the California Department of Education, Child Development Services and adopt the corresponding resolution.

ALTERNATIVES

1. Approve the recommendations as listed in this staff report. ***Staff recommends this alternative as it will allow for continued child care and development services to school age children.***

2. Do not approve the recommendations as listed in this staff report. ***Staff does not recommend this alternative as it will eliminate child care and development services to school age children.***

FISCAL IMPACT

The proposed child development contract funds expenditures on a cost reimbursement basis. **Contract funding (federal and state), as well as program fees and food program revenue, are used to provide licensed school age child care and development services, and are restricted to this program. There is no impact to the General Fund.** This program is budgeted in the FY 2020/21 Operating Budget (2201-50-92-75011). No budget adjustments are required.

Note that program funds are fully expended during each fiscal year.

NOTIFICATION

Posting of the Agenda

PREPARATION OF STAFF REPORT

Prepared By:
Sandra Brieño
Senior Management Analyst

Department Head Approval:
Patti Solano
Parks & Community Services Director

CITY COUNCIL GOALS

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

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.

CITY COUNCIL STRATEGIC PRIORITIES

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

Objective 5.5: Promote a healthy community and lifestyle.

Objective 6.2: Improve health, wellness and fitness for Moreno Valley youth through recreation and sports programs.

ATTACHMENTS

- 1. Resolution for Child Development Program Funds from CA Dept. of Education
- 2. Contract 2186-CCTR-0171-00 CDE Child Care Grant

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	6/11/20 3:47 PM
City Attorney Approval	<u>✓ Approved</u>	6/10/20 10:50 AM
City Manager Approval	<u>✓ Approved</u>	6/11/20 6:22 PM

RESOLUTION NO. CSD 2020-__

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, CERTIFYING APPROVAL OF THE GOVERNING BOARD TO ENTER INTO THIS TRANSACTION WITH THE CALIFORNIA DEPARTMENT OF EDUCATION FOR THE PURPOSE OF PROVIDING CHILD CARE AND DEVELOPMENT SERVICES AND TO AUTHORIZE DESIGNATED PERSONNEL TO SIGN CONTRACT DOCUMENTS FOR FY 2020/21

WHEREAS, the Moreno Valley Community Services District Board of Directors desires to provide school age child care services to the citizens of Moreno Valley during FY 2020/21; and

WHEREAS, the Moreno Valley Community Services District Board of Directors further desires to enter into this transaction with the California Department of Education for the purpose of providing child care and development services; and

WHEREAS, the Moreno Valley Community Services District Board of Directors authorizes the persons serving in the positions listed below to sign contract documents for the Governing Board

Titles

Parks & Community Services Director

Parks & Community Services Deputy Director

Chief Financial Officer/City Treasurer

NOW, THEREFORE, THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. Accept child development program funds from the California Department of Education, Child Development Division, in the amount of \$814,041 and any subsequent funding through future amendments to provide child care services for FY 2020/21; and
2. Adopt a resolution to certify the approval of the Governing Board to enter into contract number CCTR-0171 and any subsequent amendments for FY 2020/21, with the California Department of

Education for the purpose of providing child care and development services; and

- 3. Authorize designated personnel to sign contract documents on behalf of the Governing Board for FY 2020/21.

APPROVED AND ADOPTED this 7th day of July, 2020.

 Mayor of the City of Moreno Valley,
 acting in the capacity of President of the Board
 of Directors of the Moreno Valley Community
 Services District

ATTEST:

 City Clerk, acting in the capacity of
 Secretary of the Moreno Valley
 Community Services District

APPROVED AS TO FORM:

 City Attorney, acting in the capacity
 of General Legal Counsel of the Moreno
 Valley Community Services District

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. CSD 2020- was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District of the City of Moreno Valley at a regular meeting held on the 7th day of July, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

CITY CLERK

(SEAL)

Resolution No. CSD 2020-____
Date Adopted: July 7, 2020



DATE: July 01, 2020

CONTRACT NUMBER: CCTR-0171

PROGRAM TYPE: GENERAL CHILD CARE & DEV PROGRAMS

PROJECT NUMBER: 33-02186-00-0

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: CITY OF MORENO VALLEY

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; the GENERAL TERMS AND CONDITIONS (GTC 04/2017)*; the GENERAL CHILD CARE AND DEVELOPMENT PROGRAM REQUIREMENTS*; and the FUNDING TERMS AND CONDITIONS (FT&C)*, which are by this reference made a part of this Agreement. Where the GTC 04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this Agreement is contingent upon appropriation and availability of sufficient funds. This Agreement may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this Agreement.

The period of performance for this Agreement is July 01, 2020 through June 30, 2021. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$49.54 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$814,041.00.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement	16,432.0
Minimum Days of Operation (MDO) Requirement	250

Any provision of this Agreement found to be in violation of Federal and State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this Agreement.

Items shown with an Asterisk (*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. These documents can be viewed at <https://www.cde.ca.gov/fg/aa/cd/ftc2020.asp>

STATE OF CALIFORNIA		CONTRACTOR				
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)				
PRINTED NAME OF PERSON SIGNING Jaymi Brown,		PRINTED NAME AND TITLE OF PERSON SIGNING				
TITLE Contract Manager		ADDRESS				
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 814,041	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE		Department of General Services use only		
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) See Attached					
TOTAL AMOUNT ENCUMBERED TO DATE \$ 814,041	ITEM See Attached	CHAPTER	STATUTE			FISCAL YEAR
OBJECT OF EXPENDITURE (CODE AND TITLE) 706		T.B.A. NO.		B.R. NO.		
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.		B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE				

Attachment: Contract 2186-CCTR-0171-00 CDE Child Care Grant (4079 : ACCEPTANCE OF CHILD DEVELOPMENT PROGRAM FUNDS FROM

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 193,328	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 13609-2186	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 193,328	ITEM 30.10.020.001 6100-194-0890	CHAPTER B/A	STATUTE 2020	FISCAL YEAR 2020-2021
	OBJECT OF EXPENDITURE (CODE AND TITLE) 706 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 88,871	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 15136-2186	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 88,871	ITEM 30.10.020.001 6100-194-0890	CHAPTER B/A	STATUTE 2020	FISCAL YEAR 2020-2021
	OBJECT OF EXPENDITURE (CODE AND TITLE) 706 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 531,842	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23254-2186			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 531,842	ITEM 30.10.020.001 6100-194-0001	CHAPTER B/A	STATUTE 2020	FISCAL YEAR 2020-2021
	OBJECT OF EXPENDITURE (CODE AND TITLE) 706 SACS: Res-6105 Rev-8590			

Attachment: Contract 2186-CCTR-0171-00 CDE Child Care Grant (4079 : ACCEPTANCE OF CHILD DEVELOPMENT PROGRAM FUNDS FROM

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. SIGNATURE OF ACCOUNTING OFFICER	T.B.A. NO.	B.R. NO.
	DATE	



Report to City Council

TO: Mayor and City Council Acting in its Capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD)

FROM: Patti Solano, Parks & Community Services Director

AGENDA DATE: July 7, 2020

TITLE: ADOPT RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING THE PUBLIC IMPROVEMENTS, RELATED TO THE LOTS 88, 89, AND 90 FOR TRACT 22180-2 AND LOTS 54 AND 55 FOR TRACT 22180-3 (JUAN BAUTISTA DE ANZA TRAIL ALONG DEPARTMENT OF WATER RESOURCES AQUEDUCT NORTH OF GENTIAN AVENUE), AS COMPLETE AND ACCEPT THE IMPROVEMENTS INTO THE COMMUNITY SERVICES DISTRICT'S MAINTAINED SYSTEM

RECOMMENDED ACTION

Recommendation:

1. Adopt proposed Resolution CSD 2020-_____ authorizing the acceptance of the public improvements, related to Lots 88, 89, and 90 for Tract 22180-2 and Lots 54 and 55 for Tract 22180-3 (Juan Bautista de Anza Trail along Department of Water Resources Aqueduct north of Gentian Avenue), as complete and into the Community Services District's Maintained System.

SUMMARY

This report recommends the acceptance of public improvements as complete for the Juan Bautista De Anza Trail along the Department of Water Resources Aqueduct, north of Gentian Avenue and acceptance into the Community Services District's (CSD) parks, open space, and trails system for on-going maintenance. The public improvements included, but were not limited to the following: paved bikeway, fencing, lighting,

landscaping and irrigation, concrete waste receptacles, concrete bench, and dog waste bag dispensers.

DISCUSSION

On June 16, 1987, the City Council of the City of Moreno Valley approved Tract Map 22180. This tract was conditionally approved requiring the construction of certain public improvements related to improvements along the aqueduct easement for a paved bikeway. The public improvements included, but were not limited to the following: paved bikeway, fencing, lighting, landscaping and irrigation, concrete waste receptacles, concrete bench, and dog waste bag dispensers. Those improvements received on-going inspection during the construction process.

Lots 88, 89, and 90 were dedicated in fee title on Tract Map 22180-2, and Lots 54 and 55 were dedicated in fee title on Tract Map 22180-3. The dedicated lots are for public trail and recreational purposes to the Moreno Valley Community Services District as part of the final map.

Lots 88, 89, and 90 of Tract 22180-2 were conveyed to the City by grant deed in 1989. Lots 54 and 55 of Tract 22180-3 were conveyed to the City by quitclaim deed in 2006.

The trail and landscape improvements were inspected by the Parks and Community Services Department and determined to be completed in accordance with the approved plans and the standards of the City of Moreno Valley. In accordance with the Government Code, Section 61100, (e), the CSD has authority to acquire, maintain, and operate recreation facilities including, but not limited to, parks and open space. The improvements are now eligible for acceptance into the CSD's Maintained System.

ALTERNATIVES

1. Approve the recommended action as presented in this staff report. **Staff recommends this alternative as it would allow the CSD to accept the Lots 54, 55, 88, 89, and 90 into the CSD's maintained system.**
2. Do not approve the recommended action as presented in this staff report. **Staff does not recommend this alternative as it would not allow the CSD to accept the Lots 54, 55, 88, 89, and 90 into the CSD's maintained system.**

FISCAL IMPACT

The acceptance of these improvements into the CSD's maintained system will create an additional fiscal impact to the park maintenance program of the City (Fund 5113). **There is no impact to the General Fund.**

NOTIFICATION

Posting of Agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Lee Withers
Parks Projects Coordinator

Department Head Approval:
Patti Solano
Parks & Community Services Director

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 4.8: Promote transit as an essential mode of transportation.

Objective 5.5: Promote a healthy community and lifestyle.

Objective 6.2: Improve health, wellness and fitness for Moreno Valley youth through recreation and sports programs.

ATTACHMENTS

1. Vicinity Maps
2. 22180-2 Grant Deed
3. 22180-3 Quitclaim Deed
4. CSD Resolution Acceptance of TR22180 Improvements

APPROVALS

Budget Officer Approval ✓ Approved 6/16/20 7:14 PM

City Attorney Approval
City Manager Approval

✓ Approved
✓ Approved

7/01/20 5:14 PM
7/01/20 7:11 PM

IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, CALIFORNIA

SHEET 3 OF 7 SHEETS

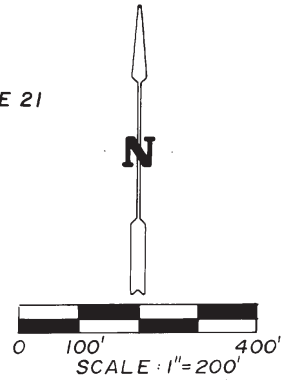
TRACT NO. 22180-2

BEING A SUBDIVISION OF LOT 16 AND A PORTION OF LOTS 15, 17 AND 18
IN BLOCK 3 OF RIVERSIDE ALFALFA ACRES, AS SHOWN BY MAP ON FILE IN BOOK 8, PAGE 21
OF MAPS RECORDS OF RIVERSIDE COUNTY, CA., IN SECTION 19, T.3.S., R.3W., S.B.M.

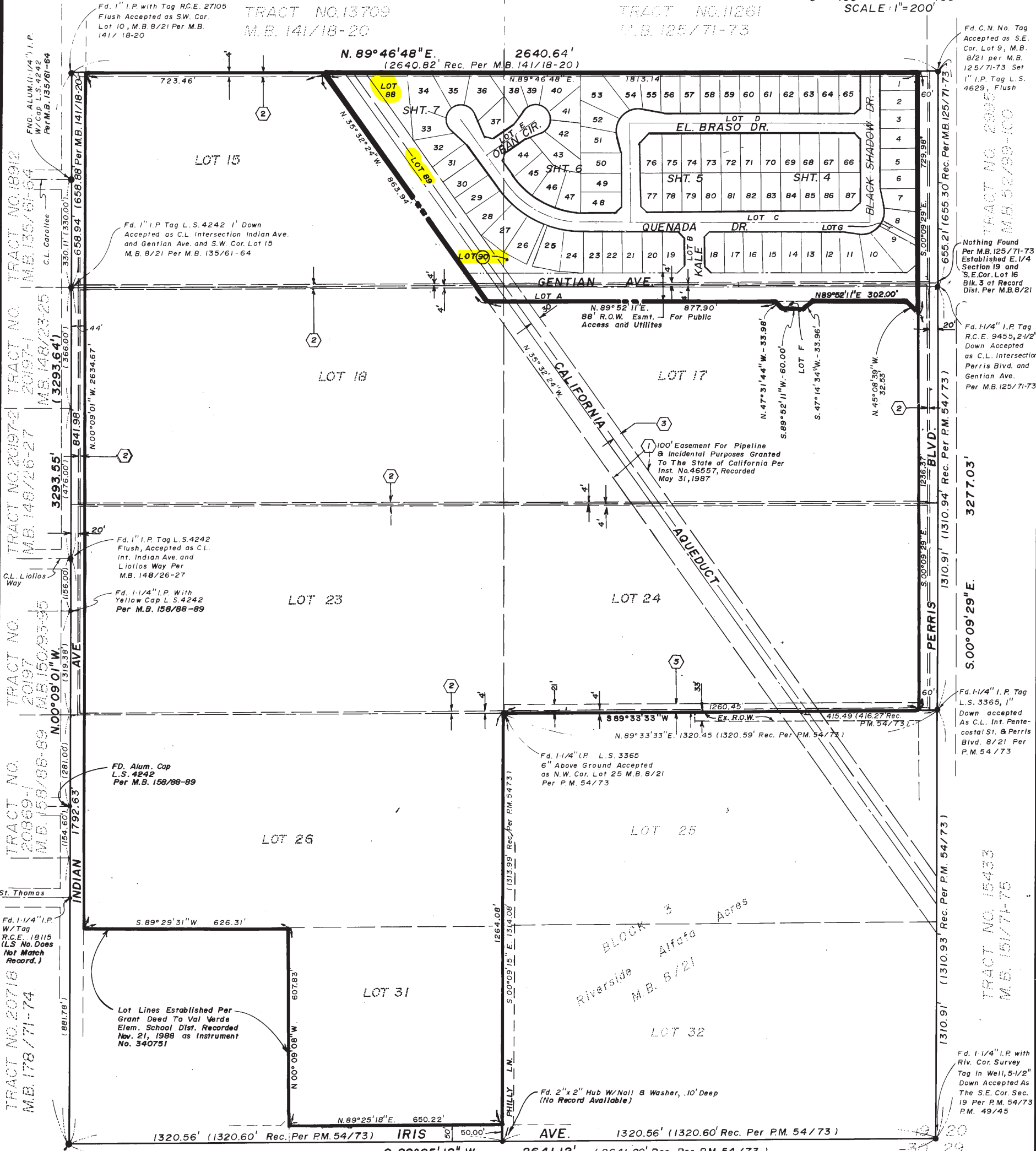
90 LOTS

25.376 ACRES

G.P.A. GROUP, INCORPORATED



COPY



SURVEYOR'S NOTES

- The Basis of Bearings For This Survey is the Center Line of Perris Blvd. Being N.00°09'29"W. per M.B. 125/71-73.
- ----- Set 1" I.P. with L.S. 4629 Tag Flush, per Std. "D".
- ----- Found Monuments as Noted.
- () ----- Recorded Data as Noted
- All Monuments Set per Riv. Co. Ord. 461.3
- Set 1" I.P. with L.S. 4629 Tag at All Lot Corners.
- All Mon. Fnd. Are Flush W/Ground Unless Noted Otherwise.
- ⊕ indicates Esmt. Note, See Sheet 2

Fd. P.K. Nail W/ Tag
Illegible Accepted
as C.L. Int. Iris Ave.
and Indian Ave. and
S.W. Cor. Lot 31
M.B. 8/21

Fd. 1-1/4" I.P.
R.C.E. 18115
(L.S. No. Does
Not Match
Record.)

FD. Alum. Cap
L.S. 4242
Per M.B. 158/88-89

Fd. 1-1/4" I.P. With
Yellow Cap L.S. 4242
Per M.B. 158/88-89

C.L. Liallos
Way

Fd. 1" I.P. Tag L.S. 4242
Flush, Accepted as C.L.
Int. Indian Ave. and
Liallos Way Per
M.B. 148/26-27

Fd. 1" I.P. Tag L.S. 4242
Flush, Accepted as S.W. Cor.
Lot 10, M.B. 8/21 Per M.B.
141/18-20

Fd. Alum. (1-1/4") I.P.
W/ Tag L.S. 4242
Per M.B. 135/61-64

Fd. 1-1/4" I.P. with
Riv. Cor. Survey
Tag In Well, 5-1/2"
Down Accepted As
The S.E. Cor. Sec.
19 Per P.M. 54/73
P.M. 49/45

TRACT NO. 15433
M.B. 151/71-75

Fd. 1-1/4" I.P. Tag
L.S. 3365, 1"
Down accepted
As C.L. Int. Pente-
costal St. & Perris
Blvd. 8/21 Per
P.M. 54/73

Fd. 1-1/4" I.P. Tag
R.C.E. 9455, 2-1/2"
Down Accepted
as C.L. Intersection
Perris Blvd. and
Gentian Ave.
Per M.B. 125/71-73

Fd. C.N. No. Tag
Accepted as S.E.
Cor. Lot 9, M.B.
8/21 per M.B.
125/71-73 Set
1" I.P. Tag L.S.
4629, Flush

TRACT NO. 20855
M.B. 52/99-100

TRACT NO. 18912
M.B. 135/61-64

TRACT NO. 20197-1
M.B. 148/23-25

TRACT NO. 20197-2
M.B. 148/26-27

TRACT NO. 20197
M.B. 150/93-95

TRACT NO. 20869-1
M.B. 158/88-89

TRACT NO. 20718
M.B. 178/71-74

TRACT NO. 13709
M.B. 141/18-20

TRACT NO. 11261
M.B. 125/71-73

TRACT NO. 15433
M.B. 151/71-75

TRACT NO. 15433
M.B. 151/71-75

TRACT NO. 15433
M.B. 151/71-75

TRACT NO. 15433
M.B. 151/71-75

TRACT NO. 15433
M.B. 151/71-75

TRACT NO. 15433
M.B. 151/71-75

TRACT NO. 15433
M.B. 151/71-75

TRACT NO. 15433
M.B. 151/71-75

TRACT NO. 15433
M.B. 151/71-75

TRACT NO. 15433
M.B. 151/71-75

TRACT NO. 15433
M.B. 151/71-75

TRACT NO. 15433
M.B. 151/71-75

TRACT NO. 15433
M.B. 151/71-75

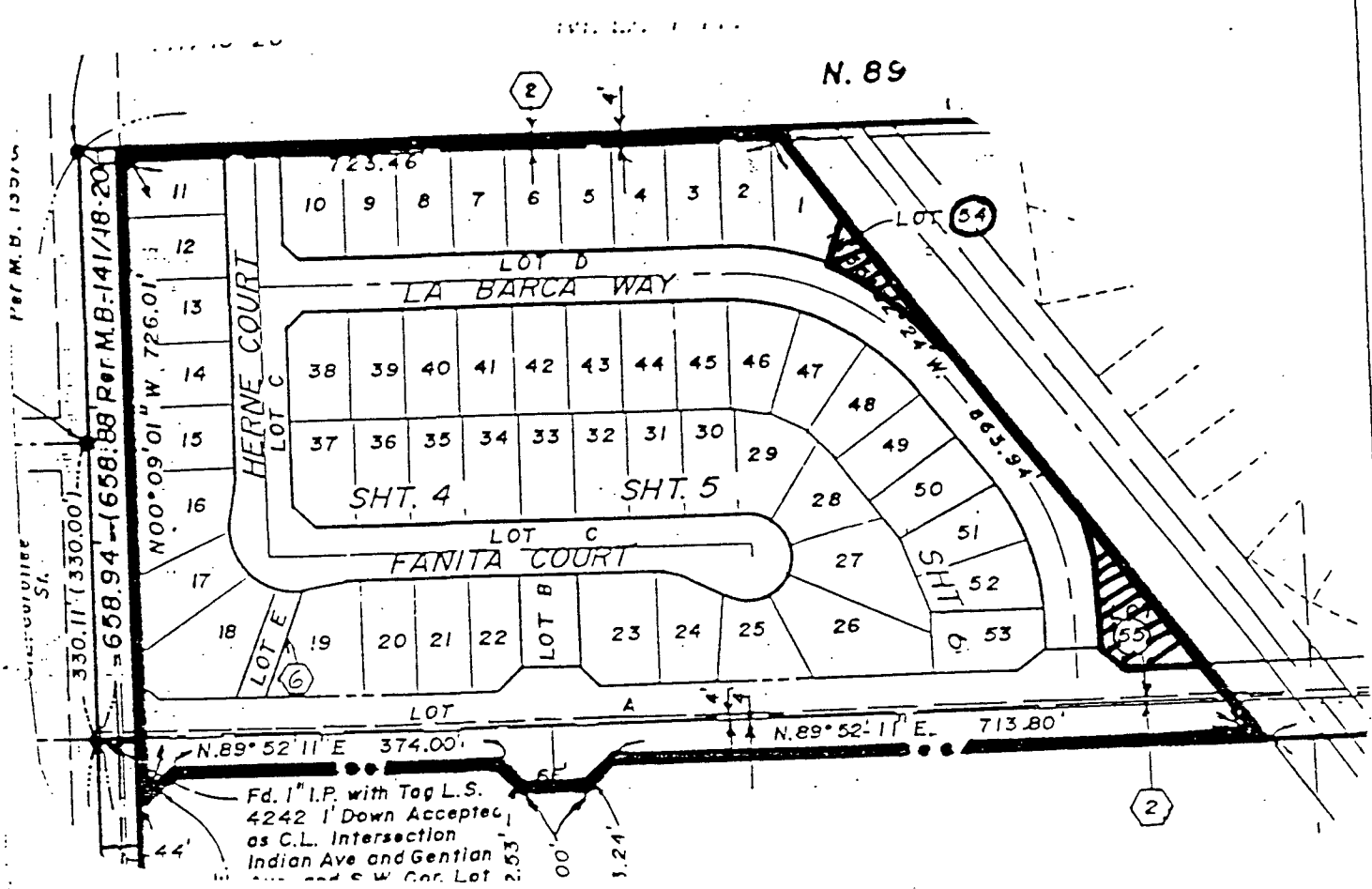
TRACT NO. 15433
M.B. 151/71-75

TRACT NO. 15433
M.B. 151/71-75

TRACT NO. 15433
M.B. 151/71-75

TRACT NO. 15433
M.B. 151/71-75

TRACT NO. 15433
M.B. 151/71-75



53 LOTS
7200 Sq. Ft.

REVISION		APPROVED		CITY OF MORENO VALLEY	PLAN NO.
DATE	INIT.	DATE :			
				TR. 22180-3	
CITY ENGINEER					

Attachment: Vicinity Maps (4078 : RESOLUTION TRACT MAPS 22180-2 AND 22180-3 - ACCEPTANCE)

Oct. 30, 1989

Photographed By TICOR

375825

375825

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

NAME The City of Moreno Valley
ADDRESS 23119-D Cottonwood Avenue
Moreno Valley, Calif. 92388
CITY & STATE
Attn: City Clerk

RECEIVED FOR RECORDING
AT 6:00 CLOCK A.M.

OCT 30 1989

Recorded in Office of Recorder of Riverside County, California
[Signature]

MAIL TAX STATEMENTS TO

NAME
ADDRESS
CITY & STATE

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Documentary transfer tax \$ 6
 Computed on full value of property conveyed, or
 Computed on full value less liens & encumbrances remaining thereon at time of sale.

Signature of declarant or agent determining tax - firm name
 Unincorporated area City of MORENO VALLEY

Error No. _____

Title Order No. _____

Grant Deed

THIS FORM FURNISHED BY STEWART TITLE COMPANY OF RIVERSIDE COUNTY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
ANDREW HSU AND HWY-CHIN HSU, husband and wife as joint tenants as to an undivided 85% interest, and ROGER M. WANG AND SHU KIM L. WANG, husband and wife as joint tenants as to an undivided 15% interest, all as tenants in common, hereby GRANT(S) to

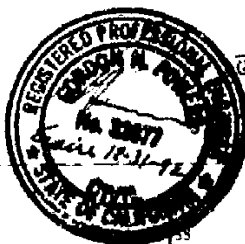
The City of Moreno Valley

the following described real property in the City of Moreno Valley
county of Riverside, state of California:

Those parcels of land in the City of Moreno Valley, County of Riverside, State of California, described as follows:

Lot Nos. 88, 89 and 90 as shown on the map of Tract 22180-2 recorded in Book 207 at Page 92-103 of maps records filed in the Office of the County Recorder of said County.

Legal Description prepared by Gordon N. Powers.



Gordon N. Powers, R.C.E. 32077

Dated May 9, 1989

(Individual)
STATE OF CALIFORNIA
COUNTY OF San Diego

[Signatures of Andrew Hsu, Hwy-Chin Hsu, Roger M. Wang, Shu Kim L. Wang]

On May 9, 1989, Andrew Hsu, Hwy-Chin Hsu, Roger M. Wang and Shu Kim L. Wang (known to me) or (proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal
Signature: [Signature of Sara Dodson]
Sara Dodson
Notary Public for California



Attachment: 22180-2 Grant Deed (4078 : RESOLUTION TRACT MAPS 22180-2 AND 22180-3 - ACCEPTANCE)

Oct. 30, 1989

Photographed By TICOR

375825

GRANT DEED ACCEPTANCE

This is to certify that the interest in real property conveyed by the easement, deed or grant, dated May 9, 1989, from ANDREW HSU and HWEY-CHIN HSU, husband and wife as joint tenants as to an 85% interest, and ROGER M. WANG and SHU KIM L. WANG, husband and wife as joint tenants as to an undivided 15% interest, all as tenants in common, hereby grants, to the CITY OF MORENO VALLEY, a municipal corporation of the State of California, is hereby accepted by order of the Moreno Valley City Council, pursuant to authority so ordered on October 10, 1989, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: October 23, 1989

[Signature]
Acting City Clerk

Attachment: 22180-2 Grant Deed (4078 : RESOLUTION TRACT MAPS 22180-2 AND 22180-3 - ACCEPTANCE)

DOC # 2006-0832704
11/09/2006 08:00A Fee:45.00
Page 1 of 7
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

RECORDING REQUESTED BY:
Fidelity National Title
Escrow No. N/A
Title Order No. 9723845-BB

When Recorded Mail Document
and Tax Statement To:

City of Moreno Valley
Attn: Land Development Division
14177 Frederick Street
Moreno Valley, CA 92552



S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
									021

APN: 485-121-12-8 & 485-121-24-9

QUITCLAIM DEED

The undersigned grantor(s) declare(s)

Documentary transfer tax is \$ No Consideration ** City Tax is \$

- computed on full value of property conveyed, or
- computed on full value less value of liens or encumbrances remaining at time of sale,
- Unincorporated Area City of Moreno Valley

T
021 45

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, PJRJ Iris Investment, LLC, a California limited liability company and YH Iris LLC, a California limited liability company

hereby remises, releases and quitclaims to City of Moreno Valley, a municipal corporation

the following described real property in the City of Moreno Valley,
County of Riverside, State of California:

See Exhibit "One" Attached Hereto And Made A Part Hereof

**These two lots were erroneously conveyed on that deed that recorded on March 4, 2005 as instrument no. 2005-174700; the Grantor did not have ownership of these lots, nor did they intend to convey them to the Grantee

DATED:

PJRI Investment, LLC,
a California limited liability company

STATE OF CALIFORNIA
COUNTY OF San Bernardino
ON 10-4-06 before me,
Lynn Assman, Notary Public personally appeared
Jack H. Young

By: Young Homes, a California corporation
its Manager

By: [Signature]
Name: JACK H. YOUNG
Its: EX. V.P.

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

YH Iris, LLC,
a California limited liability company

By: Young Homes, a California corporation
its Manager

By: [Signature]
Name: JACK H. YOUNG
Its: EX. V.P.

Witness my hand and official seal.

Signature [Signature]

MAIL TAX STATEMENTS AS DIRECTED ABOVE



Attachment: 22180-3 Quitclaim Deed (4078 : RESOLUTION TRACT MAPS 22180-2 AND 22180-3 - ACCEPTANCE)

EXHIBIT "ONE"

LOTS 54 AND 55 OF TRACT NO. 22180-3, AS PER PLAT RECORDED IN BOOK 208 OF MAPS, PAGES 1 THROUGH 6, INCLUSIVE, RIVERSIDE COUNTY RECORDS.

Attachment: 22180-3 Quitclaim Deed (4078 : RESOLUTION TRACT MAPS 22180-2 AND 22180-3 - ACCEPTANCE)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

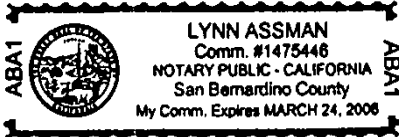
State of California

County of San Bernardino

On October 4, 2006 before me, Lynn Assman, Notary Public

Personally appeared Jack H. Young

- personally known to me
- proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Handwritten Signature]
 Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Quitclaim Deed

Document Date: N/A Number of Pages: 2

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Jack H. Young

- Individual
- Corporate Officer
Title(s): Executive Vice President
- Partner -- Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



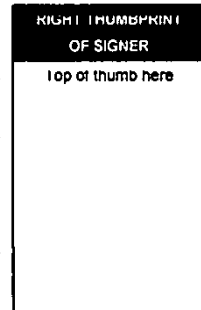
Signer is Representing:

PJRJ Iris Investment LLC

By: Young Homes, Mgr.

Signer's Name: Jack H. Young

- Individual
- Corporate Officer
Title(s): Executive Vice President
- Partner -- Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing:

YH Iris LLC

By: Young Homes, Mgr.

Attachment: 22180-3 Quitclaim Deed (4078 : RESOLUTION TRACT MAPS 22180-2 AND 22180-3 - ACCEPTANCE)

Government Code 27361.7

I certify under the penalty of perjury that the notary seal on this document read as follows:

Name of Notary: Lynn Assman
 Date Commission Expires: 03/24/2008
 County where bond is Filed: San Bernardino
 Commission No.: 1475446
 Manufacturer/Vendor No.: ABA1

Place of execution - Newport Beach

Date - October 9, 2006



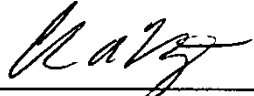
 FIDELITY NATIONAL TITLE COMPANY

Attachment: 22180-3 Quitclaim Deed (4078 : RESOLUTION TRACT MAPS 22180-2 AND 22180-3 - ACCEPTANCE)

ACCEPTANCE CERTIFICATION

This is to certify that the interest in real property conveyed by the deed or grant dated **October 4, 2006**, from **PJRJ Iris Investment LLC, and YH Iris LLC, California Limited Liability Companies**, to the City of Moreno Valley, a municipal corporation, in the form attached hereto, is hereby accepted by the undersigned City Engineer on behalf of the City of Moreno Valley, pursuant to authority conferred by Resolution No. 94-5 of the City Council of Moreno Valley, adopted on January 25, 1994, and the grantee consented to recordation thereof.

Date: 11/1/06

By: 
 Chris A. Vogt, P.E.
 Public Works Director/City Engineer
 City of Moreno Valley

Attachment: 22180-3 Quitclaim Deed (4078 : RESOLUTION TRACT MAPS 22180-2 AND 22180-3 - ACCEPTANCE)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Riverside } ss.

On November 1, 2006 before me, Robin Wetmore, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Chris A. Vogt
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~they executed the same in his/her/their authorized capacity(ies), and that by his/~~her~~their signature(~~s~~) on the instrument the person(~~s~~); or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

WITNESS my hand and official seal
Robin Wetmore
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

TR 22180-3 Quitclaim Deed - Parksite Lots 54/55

Title or Type of Document: _____

Document Date: November 1, 2006 Number of Pages: 9

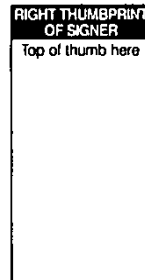
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



Attachment: 22180-3 Quitclaim Deed (4078 : RESOLUTION TRACT MAPS 22180-2 AND 22180-3 - ACCEPTANCE)

Government Code 27361.7

I certify under the penalty of perjury that the notary seal on this document read as follows:

Name of Notary: Robin Wetmore
 Date Commission Expires: 09/07/2010
 County where bond is Filed: Riverside
 Commission No.: 1691104
 Manufacturer/Vendor No.: NNA1

Place of execution - Newport Beach

Date - November 8, 2006



 FIDELITY NATIONAL TITLE COMPANY

Attachment: 22180-3 Quitclaim Deed (4078 : RESOLUTION TRACT MAPS 22180-2 AND 22180-3 - ACCEPTANCE)

RESOLUTION NO. CSD 2020-_____

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING THE PUBLIC IMPROVEMENTS, RELATED TO THE LOTS 88, 89, AND 90 FOR TRACT 22180-2 AND LOTS 54 AND 55 FOR TRACT 22180-3 (JUAN BAUTISTA DE ANZA TRAIL ALONG DEPARTMENT OF WATER RESOURCES AQUEDUCT NORTH OF GENTIAN AVENUE), AS COMPLETE AND ACCEPT THE IMPROVEMENTS INTO THE COMMUNITY SERVICES DISTRICT’S MAINTAINED SYSTEM

WHEREAS, the Parks and Community Services Department has determined that the public improvements, constructed by RSI Communities LLC, over Lots 88, 89, and 90, located within Tract Map 22180-2 and over Lots 54 and 55, located within Tract Map 22180-3 (Juan Bautista de Anza Trail along Department of Water Resources Aqueduct north of Gentian Avenue) were constructed according to the approved plans on file with the City of Moreno Valley; and

WHEREAS, the Parks and Community Services Department has determined that those improvements were inspected during construction and were completed in an acceptable manner; and

WHEREAS, the Parks and Community Services Director has requested that the Moreno Valley Community Services District authorize the acceptance of said public improvements as complete and into the Community Services District’s Maintained System; and

WHEREAS, it is in accordance with the Government Code, Section 61100, (e), for the Moreno Valley Community Services District to perform this action,

NOW, THEREFORE, THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

The public improvements for Lots 88, 89, and 90 within Tract 22180-2 and Lots 54 and 55 within Tract 22180-3 (Juan Bautista de Anza Trail along Department of Water Resources Aqueduct north of Gentian Avenue) are complete and are hereby accepted into the Community Services District’s Maintained System.

APPROVED AND ADOPTED this _____ day of _____, 2020.

Dr. Yxstian A. Gutierrez
Mayor

Resolution No. CSD 2020-_____
Date Adopted: July 07, 2020

City of Moreno Valley,
acting in the capacity of President of the
Board of Directors of the Moreno Valley
Community Services District

ATTEST:

Pat Jacquez-Nares, City Clerk
acting in the capacity of
Secretary of the Moreno Valley
Community Services District

APPROVED AS TO FORM:

Steve Quintanilla, Interim City Attorney
acting in the capacity
of General Legal Counsel of the Moreno
Valley Community Services District

Attachment: CSD Resolution Acceptance of TR22180 Improvements (4078 : RESOLUTION TRACT MAPS 22180-2 AND 22180-3 – ACCEPTANCE)

Resolution No. CSD 2020-2
Date Adopted: July 07, 2020

RESOLUTION JURAT

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

I, Pat Jacquez-Nares, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2020-____ was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District of the City of Moreno Valley at a regular meeting held on the _____ day of _____, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

PAT JACQUEZ-NARES, SECRETARY

(SEAL)

Resolution No. CSD 2020-³_____
Date Adopted: July 07, 2020

Attachment: CSD Resolution Acceptance of TR22180 Improvements (4078 : RESOLUTION TRACT MAPS 22180-2 AND 22180-3 – ACCEPTANCE)



Report to City Council

TO: Mayor and City Council Acting in its Capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD)

FROM: Patti Solano, Parks & Community Services Director

AGENDA DATE: July 7, 2020

TITLE: REJECT ALL BIDS SUBMITTED FOR CIVIC CENTER DEMONSTRATION GARDEN TUBULAR STEEL FENCING PROJECT NO. 807 0049

RECOMMENDED ACTION

Recommendations:

1. Reject all bids opened on June 8, 2020, for the Civic Center Demonstration Garden Tubular Steel Fencing project.

SUMMARY

This report recommends rejection of all bids opened on June 8, 2020, for perimeter tubular steel fencing for the Civic Center Demonstration Garden. The project is funded by park development impact fees and was approved in the Fiscal Year (FY) 2018-2019 Capital Improvement Plan (CIP).

DISCUSSION

The tubular steel fencing project is the first phase in constructing the Civic Center Demonstration Garden, which when completed will provide residents a unique opportunity to learn about a variety of plants, gardening techniques, and materials that they can use at home.

The project was advertised for construction bids on May 19, 2020, and formal bidding procedures were followed in conformance with the Public Contract Code. Four (4) bids were received via the electronic bid management system, PlanetBids, on June 8, 2020, with bid amounts ranging from \$98,885 to \$132,949.

Unfortunately, the bids were not favorable in relation to the amount of available project funds. Staff will look for more cost effective alternatives in order to move ahead with the project.

The Bidding Documents disclosed to bidders that the City has the right to reject all bids at its sole discretion.

Staff recommends that all bids be rejected at this time.

ALTERNATIVES

1. Approve and authorize the recommended action as presented in this staff report. Staff recommends this alternative.
2. Do not approve and authorize the recommended action as presented in this staff report. Staff does not recommend this alternative.

FISCAL IMPACT

There is no fiscal impact to the General Fund associated with the recommended action as presented in this staff report.

NOTIFICATION

Posting of the Agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Lee Withers
Parks Projects Coordinator

Department Head Approval:
Patti Solano
Parks and Community Services Director

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 5.1: Establish partnerships and volunteer programs with residents, business groups and service clubs to beautify our community.

Objective 5.2: Promote the installation and maintenance of cost effective, low maintenance landscape, hardscape and other improvements which create a clean, inviting community.

Objective 5.6: Enhance community outreach, partnership opportunities, and stakeholder ownership of the City’s parks and recreation services, programs and events.

Objective 6.2: Improve health, wellness and fitness for Moreno Valley youth through recreation and sports programs.

ATTACHMENTS

None

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	6/18/20 1:03 PM
City Attorney Approval	<u>✓ Approved</u>	7/01/20 5:01 PM
City Manager Approval	<u>✓ Approved</u>	7/01/20 7:12 PM



Report to City Council

TO: Mayor and City Council

FROM: Marshall Eyerman, Assistant City Manager

AGENDA DATE: July 7, 2020

TITLE: PUBLIC HEARING TO ADOPT SUBSTANTIAL AMENDMENT #1 TO THE FY 2020-2021 ANNUAL ACTION PLAN TO RECOMMIT FUNDS TO STREET AND ROW IMPROVEMENTS

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Conduct a Public Hearing to allow public comment on the proposed Substantial Amendment #1 to the FY 2020-2021 Annual Action Plan.
2. Review and adopt the proposed Substantial Amendment #1 to the FY 2020-2021 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

This report recommends that the City Council conduct a Public Hearing to update the Fiscal Year (FY) 2020-2021 Annual Action Plan to include the following changes as funded by the Community Development Block Grant (CDBG):

1. Add ADA Ramp Improvements 2020 Project
2. Increase funding for Pavement Rehabilitation for Various Local Streets 2020 Project.

The amendment to the Action Plan would add the Americans with Disabilities Act (ADA) Ramp Improvements Project (Project No. 801-0085 Citywide Pavement Rehab Program

19/20) to the CDBG funded projects for 2020 to reconstruct ADA compliant access ramps, driveway approaches at intersections citywide.

In addition, the amendment would increase funding for the approved Pavement Rehabilitation for Various Local Streets 2020 Project (Project No. 801-0088 Pavement Rehab Various Streets CDBG 20/21) to provide for pavement rehabilitation of an additional street segment in a CDBG eligible Low/Mod Census Tract as outlined in Attachment 1.

Additional funding for these projects is available through prior year non-public service CDBG funds. The allocation of these funds will assist the City in meeting its expenditure and commitment deadlines imposed by the Department of Housing and Urban Development (HUD). There will be no additional impact to projects previously approved by the City Council.

DISCUSSION

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 HUD. Under the City's Citizen Participation Plan, it is required that in cases where there are substantial changes to an approved Plan that City notify its citizens of the proposed amendment(s) 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. Tonight's Public Hearing provides the opportunity for public comment and outlines the proposed Substantial Amendment #1 to the FY 2020/2021 Action Plan.

This staff report requests the City Council approve the amendment and award of funding to update the following projects:

1. Add ADA Ramp Improvements 2020 Project to the FY 2020-2021 Annual Action Plan -\$190,000.00
2. Increase funding for Pavement Rehabilitation for Various Local Streets 2020 Project in the FY 2020-2021 Annual Action Plan-\$220,000.00

Using available non-public service CDBG funds from prior years, the City proposes to add the ADA Ramp Improvements 2020 Project to the FY 2020-21 Annual Action Plan. An allocation of \$190,000.00 would provide the funding necessary to reconstruct 18 access ramps at 8 roadway intersections citywide, and 2 driveway approaches (at 13027 and 13057 Perris Boulevard). The activity will provide ADA compliant access for pedestrians.

Additionally, using available non-public service CDBG funds from prior year, the City proposes to provide additional funding to the Pavement Rehabilitation for Various Streets 2020 Project for pavement rehabilitation of an additional street segment. The additional allocation of \$220,000.00 would provide the funding necessary for

construction of the street segment, Gentian Avenue between Perris Blvd. and Chelbana Way., in Tract No. 048902 of the City’s HUD-CDBG Low/Mod Census Tract 2020. Pavement rehabilitation consists of the removal of 1.5 –inch thick of existing asphalt concrete pavement surface and replacement of new asphalt concrete surface of same thickness for street areas that are severely distressed. The activity is to improve the street pavement and extend the service life of the pavement while enhancing the safety and aesthetic appearance of various residential communities within the HUD-CDBG Low/Mod Census Tract 2020 areas.

The location of the proposed improvements for both projects are outlined in the attached location map, Attachment 1.

The approval of this funding allocation to both projects will assist the City in meeting the timely expenditure and commitment regulations from HUD.

ALTERNATIVES

Alternative 1. Conduct the Public Hearing, adopt Substantial Amendment #1, affecting CDBG, to the FY 2020-2021 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 meet the commitment goals established for the CDBG Program and would assist to meet future spend down requirements.*

Alternative 2: Decline to adopt Substantial Amendment #1, affecting CDBG to the FY 2020-2021 Annual Action Plan; and do not authorize the Chief Financial Officer to allocate grant funds between HUD-approved grant activities. *Staff DOES NOT recommend this action because it does not comply with HUD’s substantial amendment requirements, would not allow for the City to meet its upcoming commitment goals established for the CDBG Program and would not assist to meet future spend down requirements.*

FISCAL IMPACT

The allocation of the CDBG funds have been made available from prior year funds de-obligated from awards previously approved by the City Council. The allocation of the CDBG funds will not further impact any projects, as previously approved by the City Council. **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 20/21 Budget	Proposed Adjustments	FY 20/21 Amended Budget
Grant Revenue	CDBG	2512-99-99-92512-485000 Project No. 801 0085-2512-98	Rev	\$ 0	\$190,000	\$190,000
Grant Revenue	CDBG	2512-99-99-92512-485000	Rev	\$ 1,233,156	\$220,000	\$1,453,156

		Project No. 801 0088-2512-98				
Project Expenditures	CDBG	2512-70-77-80001-720199 Project No. 801 0085-2512-99	Exp.	\$ 0	\$190,000	\$190,000
Project Expenditures	CDBG	2512-70-77-80001-720199 Project No. 801 0088-2512-99	Exp.	\$ 1,233,156	\$220,000	\$1,453,156

NOTIFICATION

Notice of this meeting was published in the Press-Enterprise newspaper on June 4, 2020. The official 30-day public review period occurred from June 4, 2020 through July 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 either in support or opposing these projects.

PREPARATION OF STAFF REPORT

Prepared By:
Dena Heald
Deputy Finance Director

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

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

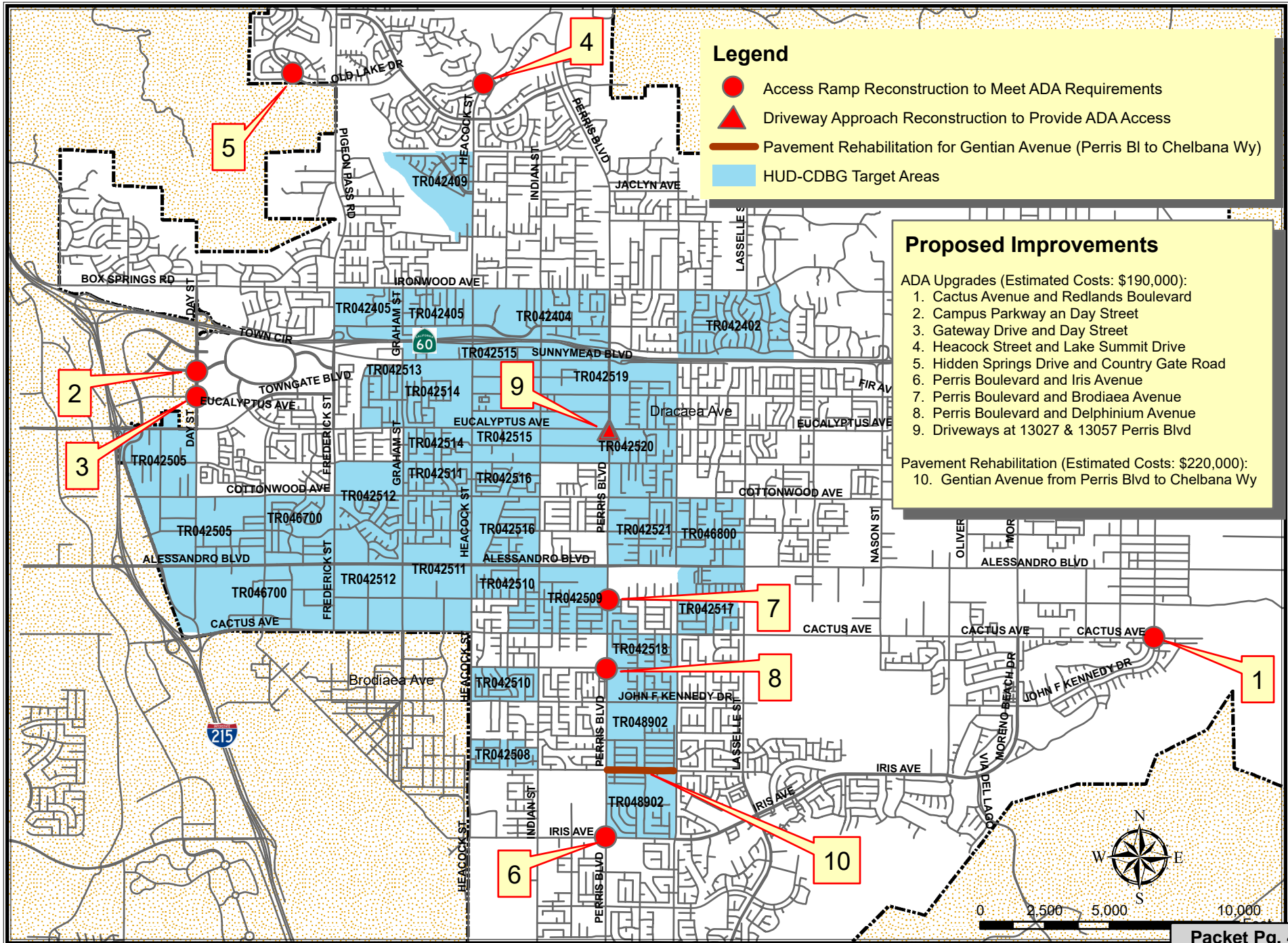
ATTACHMENTS

1. Location Map - Amendment to FY 2020-2021 Annual Action Plan
2. Press Enterprise Notice - June 4, 2020

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	6/15/20 4:22 PM
City Attorney Approval	<u>✓ Approved</u>	7/01/20 4:57 PM
City Manager Approval	<u>✓ Approved</u>	7/01/20 7:13 PM

**AMENDMENT TO
 FISCAL YEAR 2020/21 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)**



Attachment: Location Map - Amendment to FY 2020-2021 Annual Action Plan (4072 : PUBLIC HEARING

