



TELECONFERENCED MEETING

CITY COUNCIL REGULAR MEETING – 6:00 PM

NOVEMBER 17, 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, November 17, 2020

STEP 3

Select Audio Source

Computer Speakers/Microphone

or

Telephone

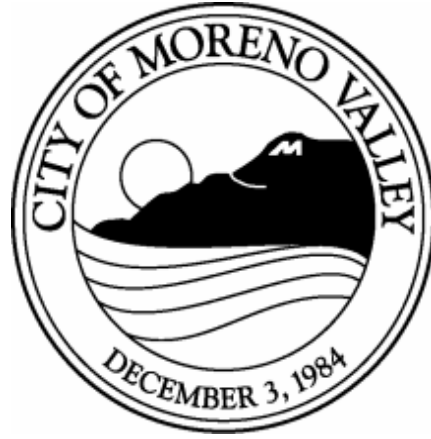
STEP 3

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**

November 17, 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
NOVEMBER 17, 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 - OCT 20, 2020 6:00 PM

Recommendation: Approve as submitted.

- A.3. COUNCIL DISCRETIONARY EXPENDITURE REPORTS FOR FISCAL YEAR 2020/2021 FROM JULY 1, 2020 THROUGH SEPTEMBER 30, 2020 (Report of: City Clerk)

Recommendation:

1. Receive and file the Fiscal Year 2020/2021 Council Discretionary Expenditure Report for July 1, 2020 through September 30, 2020.

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

Recommendation:

1. Ratify the list of personnel changes as described.

- A.5. RECEIPT OF QUARTERLY INVESTMENT REPORT FOR THE QUARTER ENDED SEPTEMBER 30, 2020 (Report of: Financial & Management Services)

Recommendations:

1. Receive and file the Quarterly Investment Report for quarter ended September 30, 2020, in compliance with the City's Investment Policy.

- A.6. AUTHORIZE AMENDMENT TO AGREEMENT WITH MERCHANTS BUILDING MAINTENANCE (Report of: Financial & Management Services)

Recommendation:

1. Approve the Second Amendment to Agreement for On-Site and/or Professional Services with Merchants Building Maintenance, to increase the contract value due to increases in services resulting from the COVID-19 pandemic.
2. Authorize the City Manager to execute the Second Amendment to Agreement for On-Site and/or Professional Services with Merchants Building Maintenance, subject to the approval of the City Attorney.

3. Authorize the City Manager to execute subsequent extensions or amendments to the Agreement, including the authority to authorize associated purchase orders in accordance with the terms of the Agreement, subject to the approval of the City Attorney and the approved budget by City Council.
- A.7. APPROVE AN AMENDMENT TO THE LOAN AGREEMENT WITH FAMILY SERVICE ASSOCIATION TO PROVIDE SHORT TERM GAP FINANCING TO ACCELERATE THE DEVELOPMENT OF A LOW-INCOME CHILD CARE FACILITY (Report of: Financial & Management Services)

Recommendation:

1. Approve amending the Family Service Association Loan Agreement maturity date from December 31, 2020 to June 30, 2021.
 2. Authorize the City Manager to execute the amended Loan Agreement.
- A.8. PAYMENT REGISTER- SEPTEMBER 2020 (Report of: Financial & Management Services)

Recommendation:

1. Receive and file the Payment Register.
- A.9. APPROVE AGREEMENT FOR DETENTION BASIN MAINTENANCE SERVICES FOR PROJECT NO. DB-PM 32326 WITH MARIPOSA LANDSCAPES INC. (Report of: Public Works)

1. Approve the Agreement for On-Site and/or Professional Services with Mariposa Landscapes, Inc. to provide detention basin maintenance services for Project Number DB-PM 32326 with the Land Development Division.
2. Authorize the City Manager to execute the Agreement with Mariposa Landscapes, Inc., subject to the approval of the City Attorney.
3. Authorize the issuance of a purchase order to Mariposa Landscapes, Inc. in the amount of \$54,155.00 for Fiscal Year (FY) 2020/2021 and authorize the Chief Financial Officer to approve subsequent related purchase orders for annual extensions up to a maximum of four annual extensions with Mariposa Landscapes, Inc. not to exceed \$54,155.00 annually, for a total not to exceed of \$270,775.00, in accordance with the approved terms of the Agreement, using funds collected through CFD No. 4-M.
4. Authorize the Public Works Director/City Engineer to execute subsequent extensions and/or amendments to the Agreements, including the authority to authorize subsequent associated purchase orders in accordance with the terms of the Agreements, subject to the approval of the City Attorney.

A.10. AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO BAKER ELECTRIC INC. FOR THE MORENO VALLEY RANCH ITS AND PIGEON PASS ROAD ITS PROJECTS (PROJECTS 808 0025 AND 808 0030) (Report of: Public Works)

Recommendations:

1. Reject all other bids, waive any and all minor irregularities, and award a construction contract to Baker Electric, Inc. for the Moreno Valley Ranch ITS and Pigeon Pass Road ITS projects in the amount of \$539,893.70 and authorize the City Manager to execute the contract;
2. Authorize the issuance of a Purchase Order to Baker Electric, Inc. in the amount of \$593,883.07 (\$539,893.70 bid amount plus a 10% contingency), using Traffic Signal Development Impact Fees (DIF);
3. Authorize the Public Works Director/City Engineer to execute any subsequent related change orders to the contract, not to exceed the contingency amount of \$53,989.37;
4. Approve the First Amendment to the Agreement for Professional Consultant Services with KOA Corporation, to provide construction management services for the aforementioned projects;
5. Authorize the City Manager to execute the First Amendment with KOA Corporation and any subsequent amendments subject to the review and approval of the City Attorney and available budget;
6. Authorize an increase to Purchase Order 2020-1044 with KOA Corporation from a not-to-exceed amount of \$356,746.35 to a not-to-exceed amount of \$467,786.35, using Traffic Signal DIF funds; and
7. Authorize a budget adjustment as set forth in the Fiscal Impact section of this report.

A.11. PEN18-0228 – ADOPTION OF THE PROPOSED RESOLUTION FOR THE SUMMARY VACATION OF A SOUTHERLY PORTION OF FILAREE AVENUE LOCATED 610 FEET WEST OF OLIVER STREET TO 1,270 WEST OF OLIVER STREET. DEVELOPER: KAISER PERMANENTE (Report of: Public Works)

Recommendation:

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 Southerly Portion of Filaree Avenue Located from 610 Feet West of the Intersection of Oliver Street to 1,270 West of Oliver Street; and

2. Direct the City Clerk to certify said resolution and transmit a copy of the resolution to the County Recorder's office for recording.
- A.12. Approve First Amendment to the Energy Scheduling and Trading Services Agreement with Tenaska Power Services (Report of: Public Works)

Recommendations:

1. Approve the First Amendment to the Energy Scheduling and Trading Services Agreement with Tenaska Power Services, Co.
 2. Authorize the City Manager to execute the Amendment.
- A.13. PEN18-0032 (TR 36708) – APPROVE TRACT MAP 36708 LOCATED AT THE SOUTHWEST CORNER OF CACTUS AVENUE AND PERRIS BOULEVARD. DEVELOPER: CENTURY COMMUNITIES OF CALIFORNIA, LLC (Report of: Public Works)
1. Approve Tract Map 36708; and
 2. Authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation.
- A.14. PEN19-0110 (PM 8073) – ADOPTION OF THE PROPOSED RESOLUTION FOR THE SUMMARY VACATION OF THE WESTERLY CUL-DE-SAC PORTION OF MYRNA STREET BETWEEN 130 FEET TO 270 FEET WEST OF THE INTERSECTION OF JO ANN STREET. DEVELOPER: COURTYARDS AT COTTONWOOD, L.P. (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 portion of Myrna Street located between 130 feet to 270 feet west of the intersection of Jo Ann Street; and
 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.15. APPROVAL OF AMENDMENT NO. 2 TO THE COOPERATIVE AGREEMENT FOR MORENO MASTER DRAINAGE PLAN LINE F, STAGE 3, LINE D, LINE D-5, LINE D-6, AND LINE F SINCLAIR STREET STORM DRAIN (Report of: Public Works)
1. Approve Amendment No. 2 to the Cooperative Agreement for the Moreno Master Drainage Plan (MDP) Line F, Stage 3, Line D, Line D-5, Line D-6, and Line F Sinclair Street Storm Drain, with the Riverside County Flood Control and Water Conservation District, the City of Moreno Valley (City), HF Logistics-SKX T1, LLC, HF Logistics-SKX T2, LLC, and Highland Fairview Partners IV (Developer), PEN18-0254.

2. Authorize the Public Works Director/City Engineer to execute Amendment No. 2 to the Cooperative Agreement.
 3. Authorize the Public Works Director/City Engineer to execute subsequent extensions and/or amendments to the Cooperative Agreement, subject to the approval of the City Attorney.
- A.16. PEN16-0095 (TR 36760) – APPROVE TRACT MAP 36760 LOCATED ON THE EAST SIDE OF INDIAN STREET BETWEEN GENTIAN AVENUE AND SANTIAGO DRIVE. DEVELOPER: MERITAGE HOMES OF CALIFORNIA, INC. (Report of: Public Works)
1. Approve Tract Map 36760; and
 2. Authorize the City Clerk to sign the map and transmit said map to the County Recorder’s Office for recordation.
- A.17. AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO BOGH ENGINEERING, INC. FOR THE JUAN BAUTISTA DE ANZA MULTI-USE TRAIL GAP CLOSURE, PROJECT NO. 801 0077 (Report of: Public Works)

Recommendations:

1. Award a construction contract to Bogh Engineering, Inc., 401 W. 4TH Street, Beaumont, CA 92223, for the Juan Bautista De Anza Multi-Use Trail Gap Closure project and authorize the City Manager to execute a contract with Bogh Engineering, Inc. in the amount of \$2,548,507.25;
2. Authorize the issuance of a Purchase Order to Bogh Engineering, Inc., in the amount of \$2,803,357.98 (\$2,548,507.25 bid amount plus a 10% contingency) when the contract has been signed by all parties;
3. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to Bogh Engineering, Inc. contract, but not exceeding the total contingency of \$254,850.73, subject to the approval of the City Attorney; and
4. Authorize a budget adjustment as set forth in the Fiscal Impact section of this report to provide sufficient budget to complete the project funded by a combination of Active Transportation Program ATP 3 Funds (Fund 2301), Gas Tax Funds (2000) and PCS Capital Project Funds (3015).

A.18. APPROVE AMENDMENTS TO TERMINATION DATE FOR INDEPENDENT CONTRACTOR AGREEMENTS WITH TOW OPERATORS THAT PARTICIPATE IN THE CITY-WIDE ROTATIONAL TOW SERVICES PROGRAM (Report of: Community Development)

1. Approve the Amendments with Exclusive Recovery, Inc. dba Exclusive Towing, Doyle Tucker dba Moreno Valley Tow, Pepe's Towing, Inc., and Valley Wide Towing, L.L.C. for Rotational Tow Services;
2. Authorize the City Manager, or his designee, to execute the Amendments with the Tow Operators subject to the City Attorney's approval, under approved terms of the agreement; and
3. Authorize the City Manager, or his designee, to execute optional Amendments to extend the expiration three additional months if necessary, subject to the City Attorney's approval.

A.19. APPROVAL TO USE ASSET FORFEITURE FUNDS TO PURCHASE AN UNMANNED AIRCRAFT SYSTEM IN FY 2020/21 (Report of: Police Department)

Recommendations:

1. Authorize the police department to purchase one new DJI Mavic 2 Enterprise Dual unmanned aircraft system/vehicle (UAS/UAV) to utilize as a force multiplier for events, including but not limited to fireworks enforcement. The total cost for the UAV is \$4,997.00 (UAV \$4,637.49 plus \$359.41 tax.)
2. Authorize a budget adjustment of \$4,997.00 (UAV \$4,637.49 plus \$359.41 tax.) to the General Fund (1010) Police Asset Forfeiture revenue and expenditure accounts.

A.20. AUTHORIZE THE EXPANSION OF THE COMMERCIAL VEHICLE SAFETY PROGRAM UTILIZING ASSET FORFEITURE FUNDS (Report of: Police Department)

Recommendations:

1. Approve the expansion of the Commercial Vehicle Safety Program.
2. Approve the use of asset forfeiture funds and the proposed budget adjustments as set forth in the Fiscal Impact section of this report.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

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

Recommendation: Waive reading of all Ordinances.

- B.2. MINUTES - CITY COUNCIL - REGULAR MEETING - OCT 20, 2020 6:00 PM (See A.2)

Recommendation: Approve as submitted.

- B.3. ADOPT A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING AN APPLICATION TO CONSTRUCT A DOG PARK UNDER THE STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM GRANT FUNDS (Report of: Parks & Community Services)

Recommendations:

1. Adopt Resolution No. 2020-____ to approve an application for a dog park under the Statewide Park Development and Community Revitalization Program Grant allocated by Proposition 68 (2018 Bond Act) through the California Department of Parks and Recreation Office of Grants and Local Services; and
2. Upon issuance of the grant by the California Department of Parks and Recreation, authorize the City Manager to accept the grant on behalf of the CSD and process a budget amendment and appropriation in the grant amount, which will be ratified in the following quarterly budget review.

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 - OCT 20, 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 - OCT 20, 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 - OCT 20, 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 FOR THE ANNUAL ACTION PLAN FOR PROGRAM YEAR 2021-2022 & TO ADOPT 2021-2022 OBJECTIVES AND POLICIES (Report of: Financial & Management Services)

Recommendations:

1. Conduct a Public Hearing to allow for the public to comment on the needs of low- and moderate-income residents in Moreno Valley.
2. Approve the proposed CDBG, HOME, and ESG Grant Objectives and Policies for the 2021-2022 Program Year.

G. GENERAL BUSINESS

G.1. INTRODUCTION OF ORDINANCE ____ AMENDING CHAPTER 5.05 COMMERCIAL CANNABIS ACTIVITY; ADOPTION OF RESOLUTION 2020-____ ESTABLISHING ADMINISTRATIVE PROCEDURES FOR PROCESSING COMMERCIAL CANNABIS ENTITLEMENTS; AND ADOPTION OF RESOLUTION 2020-____ AMENDING THE CITY'S FEE SCHEDULE (Report of: Financial & Management Services)

Recommendations: That the City Council:

1. Introduce Ordinance ____, amending Chapter 5.05 Commercial Cannabis Regulatory Activity to provide clean up language to avoid duplicate or conflict with the State's Cannabis Regulations and schedule the second reading and adoption for the next regular City Council meeting;
2. Adopt Resolution 2020-____, establishing administrative procedures for processing commercial cannabis entitlements;
3. Adopt Resolution 2020-____ amending the City User Fee Schedule for Fiscal Year 2020-21 to include fees related to the application and permit process for commercial cannabis related businesses;
4. Direct City Manager to accept applications to fill the remaining available permits.

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)

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

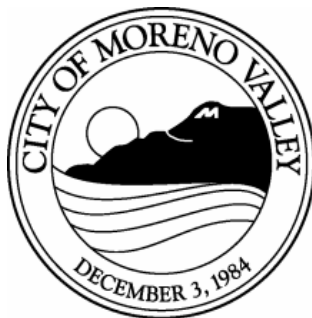
Moreno Valley Senior/Community Center
25075 Fir Avenue

Pat Jacquez-Nares, CMC & CERA
City Clerk

Date Posted: November 12, 2020

**MINUTES
CITY COUNCIL REGULAR MEETING OF THE CITY OF MORENO VALLEY
October 20, 2020**

TELECONFERENCED MEETING



**CITY COUNCIL REGULAR MEETING - 6:00 PM
OCTOBER 20, 2020
[Pursuant to Governor Executive Order N-29-20]**

There Will Not Be a Physical Location for Attending the Meeting

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[<mailto:zoom@moval.org>](mailto:zoom@moval.org) or calling (951) 413-3001

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

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Minutes Acceptance: Minutes of Oct 20, 2020 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

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

REGULAR MEETING – 6:00 PM

October 20, 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 6:00 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
	Mike Lee	City Manager
	Marshall Eyerman	Assistant City Manager
	Michael Wolfe	Assistant City Manager
	Manuel Mancha	Community Development Director
	Patti Solano	Parks & Community Services Director
	John Salisbury	Chief of Police
	Abdul Ahmad	Fire Chief

Minutes Acceptance: Minutes of Oct 20, 2020 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

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

Joe Bunker

1. Critical of the proposed Moreno Valley Trade Center.

Richard Tran

1. Representing Think Together, invited residents to Virtual Lights On, an after school event on October 22, 2020.

Bob Palomarez

1. Expressed his condolences for the Riverside Sergeant that recently passed away.
2. Praised Council Member Thornton for her Meet-and-Greet.
3. Commended Mayor Pro Tem Baca for her response to the issue of homeless people congregating in shopping centers.
4. Complimented Mayor Gutierrez on the work he has accomplished.

Brandon Carn

1. Disappointed with Mayor Gutierrez, Mayor Pro Tem Baca, and Council Member Cabrera for blocking residents from their various social media accounts.
2. Disheartened that Mayor Gutierrez supports Rafael Brugueras for District 3.
3. Endorsed Dr. Mary McBean for Mayor.
4. Questioned the judgment of Mayor Gutierrez, citing his 2016 endorsement of Evan Morgan.

Tom Jerele

1. Expressed his condolences for the loss of the Riverside County Sheriff's Deputy.
2. Applauded first responders.
3. Endorsed Mayor Gutierrez, Mayor Pro Tem Baca, and Rafael Brugueras.
4. Praised the Public Works department for their expedient response to remove graffiti or retrieve trash.

Louise Palomarez

1. Refuted comments made by Brandon Carn.
2. Critical of Council Member Marquez.

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 - Closed Session - Oct 6, 2020 4:30 PM

Recommendation: Approve as submitted.

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

Recommendation: Approve as submitted.

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

Recommendation:

1. Ratify the list of personnel changes as described.

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

Recommendation:

1. Receive and file the Payment Register.

- A.6. COVID-19 PANDEMIC RESOLUTIONS EXTENDING THE LOCAL STATE OF EMERGENCY AND CERTAIN EMERGENCY MEASURES (RESO. NO. 2020-69) (Report of: Financial & Management Services)

Recommendation:

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 Declarations of a state of Emergency related to the COVID-19 Pandemic.

- A.7. APPROVE THE 2021 ANNUAL SYSTEM RESOURCE ADEQUACY PLAN FOR MORENO VALLEY UTILITY (Report of: Public Works)

Recommendations:

1. Approve the draft Annual System Resource Adequacy Plan for 2021; and
2. Authorize the City Manager to make minor adjustments to the plan, if necessary.

- A.8. Moreno Valley Town Center Purchase and Sale Agreement (AGMT. NO. 2020-242) (Report of: Economic Development)

Recommendations:

1. Approve the sale of 56.42 acres of City property to Lewis Acquisition Company, LLC, for the development of a mixed use master planned Town Center; and
2. Authorize the Mayor to execute the Moreno Valley Town Center Purchase and Sale Agreement (Attachment A), Escrow Instructions and related documents.

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 - CLOSED SESSION - OCT 6, 2020 4:30 PM (See A.2)

Recommendation: Approve as submitted.

- B.3. MINUTES - CITY COUNCIL - REGULAR MEETING - OCT 6, 2020 6:00 PM (See A.3)

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 - CLOSED SESSION - OCT 6, 2020 4:30 PM
(See A.2)

Recommendation: Approve as submitted.

- C.3. MINUTES - CITY COUNCIL - REGULAR MEETING - OCT 6, 2020 6:00 PM
(See A.3)

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 - CLOSED SESSION - OCT 6, 2020 4:30 PM
(See A.2)

Recommendation: Approve as submitted.

- D.3. MINUTES - CITY COUNCIL - REGULAR MEETING - OCT 6, 2020 6:00 PM
(See A.3)

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 - CLOSED SESSION - OCT 6, 2020 4:30 PM
(See A.2)

Recommendation: Approve as submitted.

- E.3. MINUTES - CITY COUNCIL - REGULAR MEETING - OCT 6, 2020 6:00 PM
(See A.3)

Recommendation: Approve as submitted.

F. PUBLIC HEARINGS - NONE**G. GENERAL BUSINESS - NONE****H. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION - NONE****I. REPORTS****I.1. CITY COUNCIL REPORTS**

(Informational Oral Presentation - not for Council action)

March Joint Powers Commission (JPC) - None

Riverside County Habitat Conservation Agency (RCHCA) - None

Riverside County Transportation Commission (RCTC) - Mayor Gutierrez

Mayor Gutierrez reported the following:

At its October 14th meeting, the Riverside County Transportation Commission approved a comprehensive multimodal corridor plan for the region. The plan facilitates alternate modes of transportation and is a key document that can be referred to by the City for future grant opportunities. Please visit the RCTC website for additional information.

Riverside Transit Agency (RTA) - None

Western Riverside Council of Governments (WRCOG) - None

Western Riverside County Regional Conservation Authority (RCA) - None

School District/City Joint Task Force - None

I.2. CITY MANAGER'S REPORT

(Informational Oral Presentation - not for Council action)

City Manager Lee announced that the City received the National Procurement Institute's Annual Achievement of Excellence in Procurement award. Encouraged residents to take advantage of the free masks available at the Employment Resource Center and the City's three Libraries.

I.3. CITY ATTORNEY'S REPORT - NONE

(Informational Oral Presentation - not for Council action)

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

Council Member Thornton

1. Thanked Captain Salisbury for taking part in the Listening Session on October 10, 2020.
2. Notified residents that she will participate in a District 2 Community Cleanup on November 7, 2020.
3. Reminded residents of the City's various beautification programs.
4. Mentioned that free micro chips are still available at the Animal Shelter.
5. Announced that beginning November 4th free spay and neuter vouchers will be available for unemployed residents, veterans, and senior citizens.
6. Encouraged residents to vote.

Council Member Marquez - None

Council Member Cabrera

1. Expressed his condolences to the family and loved ones of Sergeant Cohen.
2. Noted that the Census has concluded and that the City's self-response rate is 71%.
3. Attended the Amphitheater dedication ceremony.
4. Explained the importance of the election.
5. Received an invitation from UC Riverside to take part in their virtual panel on Public Service.
6. Welcomed Ayro to the City.

Mayor Pro Tem Baca

1. Communicated her condolences to the family of Sergeant Harry Cohen and to the Police Department. Requested that the City Council be adjourned in his memory.
2. Advised residents to remember to sign and address their ballots.
3. Pleased with the amphitheater construction progress.
4. Remarked that a clean-up was performed in District 1.
5. Thanked Mayor Gutierrez for the Census parade in District 1.
6. Prompted residents to vote.

Mayor Gutierrez

1. Offered his condolences to Sergeant Cohen's family, friends, and the K9 unit.
2. Celebrated the Amphitheater with a dedication plaque.
3. In conjunction with the City Council, is ensuring that the City's Strategic Plan is being implemented.
4. Called for residents to vote.

ADJOURNMENT

There being no further business to come before the City Council, Mayor Gutierrez adjourned the meeting in memory of Sergeant Harry Cohen at 6:41 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

Minutes Acceptance: Minutes of Oct 20, 2020 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)



Report to City Council

TO: Mayor and City Council

FROM: Pat Jacquez-Nares, City Clerk

AGENDA DATE: November 17, 2020

TITLE: COUNCIL DISCRETIONARY EXPENDITURE REPORTS FOR FISCAL YEAR 2020/2021 FROM JULY 1, 2020 THROUGH SEPTEMBER 30, 2020

RECOMMENDED ACTION

Recommendation:

1. Receive and file the Fiscal Year 2020/2021 Council Discretionary Expenditure Report for July 1, 2020 through September 30, 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 2020/2021, for July 1, 2020 through September 30, 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 2019/2020 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. Jul - Sept Discretionary Report

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	11/04/20 5:51 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	11/05/20 8:46 AM



MAYOR DR. YXSTIAN A. GUTIERREZ

Fiscal Year 2020/2021 Council Discretionary Expenditures
 Accounts: 1010-10-01-10015-620130 Mayor Discretionary
 1010-10-01-10015-620131 Mayor Discretionary - Carryover
 July 1, 2020 - September 30, 2020

Date	Amount	Description
		No expenditures to report for July 2020
		No expenditures to report for August 2020
		No expenditures to report for September 2020
	\$ -	TOTAL Council Discretionary Expenditures for FY 20/21
	\$ 6,000.00	FY 20/21 Adopted Budget Amount
	\$ 2,575.00	Carryover Budget Amount FY 19/20
	\$ 8,575.00	FY 20/21 Amended Budget Amount
	\$ 8,575.00	FY 20/21 Budget Amount Remaining

Source: Unaudited financial data from the City's accounting records.
 Updated as of: 10/29/2020



COUNCIL DISTRICT 1 VICTORIA BACA

Fiscal Year 2020/2021 Council Discretionary Expenditures
 Accounts: 1010-10-01-10011-620111 District 1 Discretionary
 1010-10-01-10011-620116 District 1 Discretionary - Carryover
 July 1, 2020 - September 30, 2020

Date	Amount	Description
		No expenditures to report for July 2020
		No expenditures to report for August 2020
9/3/2020	\$ 400.00	Sponsorship MVAQ Pool Fees
	<u>\$ 400.00</u>	TOTAL Council Discretionary Expenditures for FY 20/21
	\$ 3,000.00	FY 20/21 Adopted Budget Amount
	<u>\$ 1,989.00</u>	Carryover Budget Amount FY 19/20
	<u>\$ 4,989.00</u>	FY 20/21 Amended Budget Amount
	\$ 4,589.00	FY 20/21 Budget Amount Remaining

Source: Unaudited financial data from the City's accounting records.
 Updated as of: 10/29/2020



COUNCIL DISTRICT 2 DR. CARLA J. THORNTON

Fiscal Year 2020/2021 Council Discretionary Expenditures
 Accounts: 1010-10-01-10012-620112 District 2 Discretionary
 1010-10-01-10012-620117 District 2 Discretionary - Carryover
 July 1, 2020 - September 30, 2020

Date	Amount	Description
		No expenditures to report for July 2020
8/26/2020	\$ 994.36	Point Emblem - Custom Challenge Coins
		No expenditures to report for September 2020
	<u>\$ 994.36</u>	TOTAL Council Discretionary Expenditures for FY 20/21
	\$ 3,000.00	FY 20/21 Adopted Budget Amount
	<u>\$ 3,639.00</u>	Carryover Budget Amount FY 19/20
	<u>\$ 6,639.00</u>	FY 20/21 Amended Budget Amount
	\$ 5,644.64	FY 20/21 Budget Amount Remaining

Source: Unaudited financial data from the City's accounting records.
 Updated as of: 10/29/2020



COUNCIL DISTRICT 3 DAVID MARQUEZ

Fiscal Year 2020/2021 Council Discretionary Expenditures
 Accounts: 1010-10-01-10013-620113 District 3 Discretionary
 1010-10-01-10013-620118 District 3 Discretionary - Carryover
 July 1, 2020 - September 30, 2020

Date	Amount	Description
		No expenditures to report for July 2020
		No expenditures to report for August 2020
		No expenditures to report for September 2020
	<u>\$ -</u>	TOTAL Council Discretionary Expenditures for FY 20/21
	\$ 3,000.00	FY 20/21 Adopted Budget Amount
	<u>\$ 2,578.00</u>	Carryover Budget Amount FY 19/20
	<u>\$ 5,578.00</u>	FY 20/21 Amended Budget Amount
	\$ 5,578.00	FY 20/21 Budget Amount Remaining

Source: Unaudited financial data from the City's accounting records.
 Updated as of: 10/29/2020



COUNCIL DISTRICT 4 ULISES CABRERA

Fiscal Year 2020/2021 Council Discretionary Expenditures
 Accounts: 1010-10-01-10014-620114 District 4 Discretionary
 1010-10-01-10014-620119 District 4 Discretionary - Carryover
 July 1, 2020 - September 30, 2020

Date	Amount	Description
7/31/2020	\$ 10.00	Wake Up MoVal July 22 Meeting
8/24/2020	\$ 357.66	Sponsorship Be Kind to Your Mind Virtual Wellness Event
9/30/2020	\$ 10.00	Wake Up MoVal September 23 Meeting
	<u>\$ 377.66</u>	TOTAL Council Discretionary Expenditures for FY 20/21
	\$ 3,000.00	FY 20/21 Adopted Budget Amount
	\$ 2,733.00	Carryover Budget Amount FY 19/20
	<u>\$ 5,733.00</u>	FY 20/21 Amended Budget Amount
	\$ 5,355.34	FY 20/21 Budget Amount Remaining

Source: Unaudited financial data from the City's accounting records.
 Updated as of: 10/29/2020



Report to City Council

TO: Mayor and City Council

FROM: Marshall Eyerman, Assistant City Manager

AGENDA DATE: November 17, 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>	11/05/20 5:27 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	11/05/20 5:43 PM

**City of Moreno Valley
Personnel Changes
November 17, 2020**

New Hires

Lee Ng, Community Enhancement Officer I, Community Development Department, Code & Neighborhood Services Division

Promotions

Lee Withers

From: Parks Projects Coordinator, Parks & Community Services Department

To: Senior Management Analyst, Parks & Community Services Department

Transfers

None

Separations

Diana Vasquez, Management Assistant, Financial & Management Services Department/ Special Districts Division

Javier Daniel Ponce Jr, Facilities Maintenance Worker, Public Works Department/ Facilities Division

Jenifer Glenn, Code Compliance Officer I, Community Development Department/ Code & Neighborhood Services Division



Report to City Council

TO: Mayor and City Council

FROM: Marshall Eyerman, Assistant City Manager

AGENDA DATE: November 17, 2020

TITLE: RECEIPT OF QUARTERLY INVESTMENT REPORT FOR THE QUARTER ENDED SEPTEMBER 30, 2020

RECOMMENDED ACTION

Recommendations:

1. Receive and file the Quarterly Investment Report for quarter ended September 30, 2020, in compliance with the City's Investment Policy.

SUMMARY

The attached Quarterly Investment Report presents the City's cash and investments for the quarter that ended September 30, 2020. This report is in compliance with California Government Code Section 53646 regarding the reporting of detailed information on all securities, investments, and monies of the City, as well as the reporting of the market value of the investments held. All of the investments contained within the portfolio are in full compliance with the City's Investment Policy and Government Code Section 53601 as to the types of investments allowed. It is recommended that the City Council receive and file the attached Quarterly Investment Report.

DISCUSSION

The City maintains a portfolio of investments in order to earn interest on cash balances that are not currently required to fund operations. California Government Code Sections 53601 and 53646 establish the types of investments allowed, the governing restrictions on these investments, the third-party custodian arrangement for certain investments, and the reporting practices related to the portfolios of local agencies. In keeping with best practices the City has implemented an Investment Policy, which was last reviewed by the City Council on April 7, 2020. The policy is in full compliance with the requirements of both of the above-mentioned Code Sections.

The attached Quarterly Investment Report presents the City’s cash and investments for the quarter that ended September 30, 2020. The report complies with California Government Code Section 53646 regarding the reporting of detailed information on all securities, investments, and monies of the City, as well as the reporting of the market value of the investments held. All of the investments contained within the portfolio are in full compliance with the City’s Investment Policy and Government Code Section 53601 as to the types of investments allowed. As stated in the attached report, there is more than adequate liquidity within the portfolio for the City to meet its budgeted expenditures over the next six months.

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

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

	Portfolio Balance	Avg. Yield to Maturity Trends		
		Sept 2020	Aug 2020	Sept 2019
Investments	\$161,062,847	1.87%	1.90%	2.13%
LAIF	\$53,112,184	0.685%	0.784%	2.280%

Bond proceeds are held and invested by a Trustee. The investment of these funds is governed by an investment policy approved by the City Council as a part of the governing documents for each specific bond issue. Deferred Compensation Plan funds are not included in the report since these funds are held and invested by the respective plan administrators based on the direction of the participating employees. These funds are placed in a trust separate from City funds.

ALTERNATIVES

1. Receive and file the Quarterly Investment Report for September 30, 2020. **Staff recommends this alternative as it accomplishes timely investment reporting.**
2. Do not accept and file the Quarterly Investment Report and provide staff with additional direction. **Staff does not recommend this alternative as it will not accomplish timely investment reporting.**

FISCAL IMPACT

For additional information regarding the bond market, please see the attached Bond Market Review provided by Chandler Asset Management.

NOTIFICATION

Publication of the agenda

PREPARATION OF STAFF REPORT

Prepared By:
Brooke McKinney
Treasury Operations Division Manager

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. 2020-09 Investment Report
- 2. CAM-Newsletter-October-2020

APPROVALS

Budget Officer Approval	<u> ✓ Approved </u>	11/05/20 6:53 AM
City Attorney Approval	<u> ✓ Approved </u>	
City Manager Approval	<u> ✓ Approved </u>	11/05/20 8:47 AM

CITY OF MORENO VALLEY
Treasurer's Cash and Investments Report
September 2020

General Portfolio	Cost Value	Market Value	Par Value	Average Maturity (in years)	Average Yield to Maturity	Average Duration (in years)
Bank Accounts	4,394,003	4,394,003	4,394,003			
State of California LAIF Pool	53,112,184	53,373,113	53,112,184	0.53	0.69%	
Investments	162,320,263	167,888,024	161,062,847	2.60	1.87%	2.52
Total General Portfolio	219,826,402	225,394,163	218,568,986			

Bond Proceeds with Fiscal Agents	Market Value
Construction Funds	7,426,328
Principal & Interest Accounts	2,457,934
Debt Service Reserve Funds	2,108,260
Custody Accounts	90,088
Arbitrage Rebate Accounts	4,016
Other Accounts	2,860
Total Bond Proceeds	12,089,486

Total Investment Portfolio 237,483,649

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

/S/ Marshall Eyerman
 City Treasurer

Attachment: 2020-09 Investment Report [Revision 1] (4151 : RECEIPT OF QUARTERLY INVESTMENT

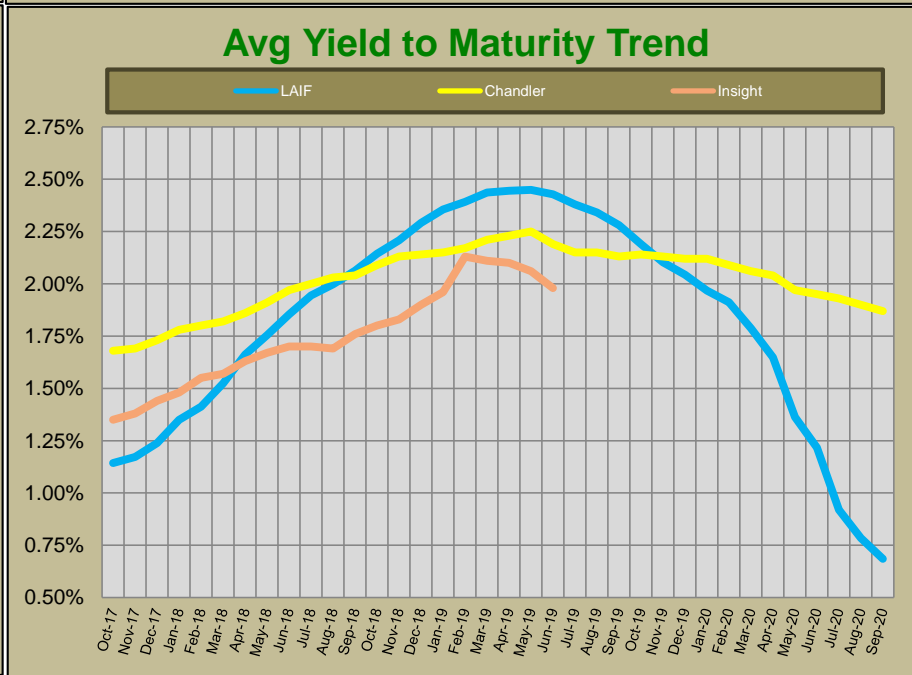
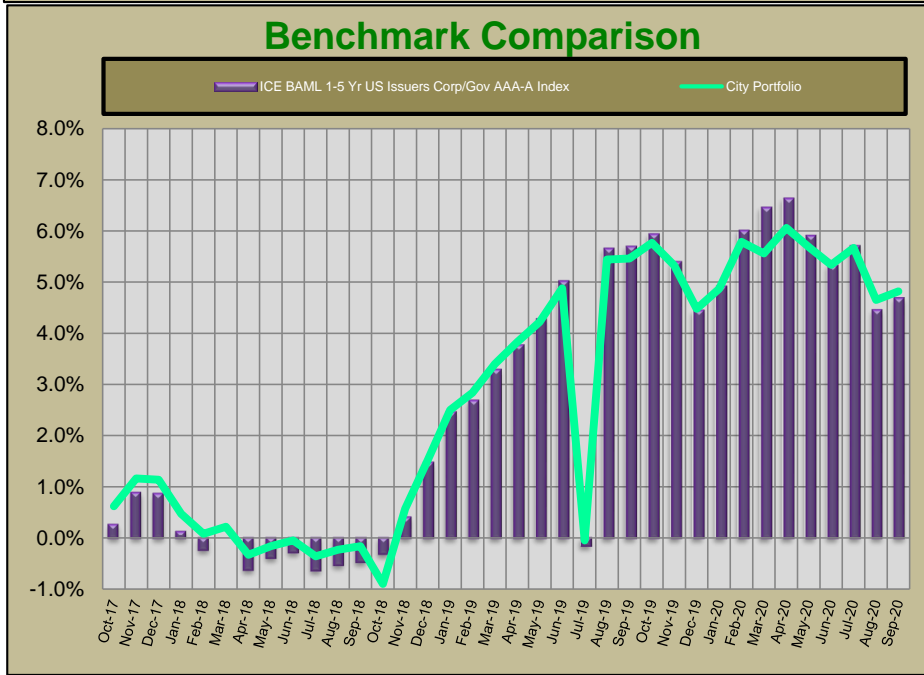
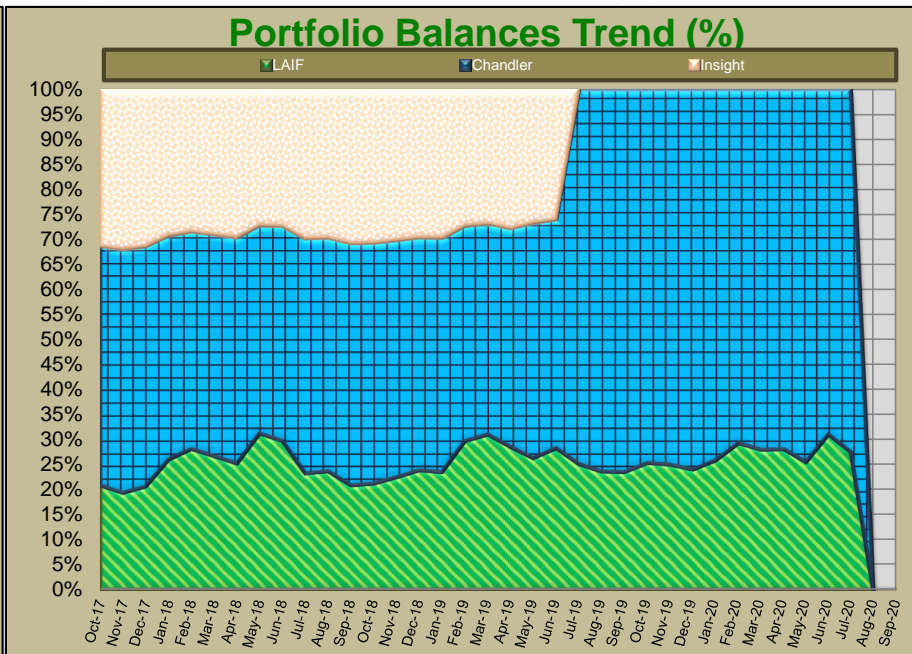
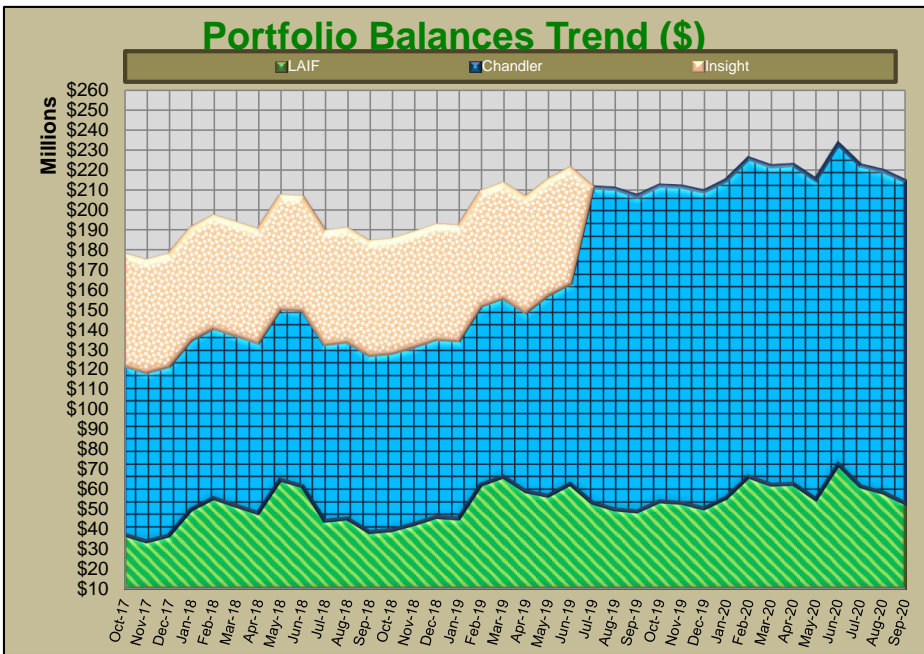
PORTFOLIO PERFORMANCE - 36 MONTH TREND

Period	Total General Portfolio (1)		Local Agency Investment Fund (LAIF)		Chandler				Insight			
	Asset Balance (par)	Avg YTM (2)	Balance	Yield	Asset Balance (par)	Weighted Avg YTM (2)	Rate of Return (3)		Asset Balance (par)	Weighted Avg YTM (2)	Rate of Return (3)	
							Investment Portfolio (4)	Benchmark 1-5 Gov(5)			Investment Portfolio (4)	Benchmark 1-3 Gov(5)
Oct-17	179,411,035		37,462,434	1.143%	84,785,780	1.68%	0.62%	0.26%	55,413,748	1.35%	1.01%	1.06%
Nov-17	175,469,499		34,062,434	1.172%	84,916,378	1.69%	1.16%	0.88%	55,471,666	1.38%	1.12%	1.13%
Dec-17	179,112,928		36,962,434	1.239%	85,008,412	1.73%	1.14%	0.86%	55,541,162	1.44%	0.82%	0.42%
Jan-18	192,795,926		49,974,332	1.350%	85,144,970	1.78%	0.47%	0.12%	55,563,293	1.48%	-0.13%	0.93%
Feb-18	202,940,569		55,774,331	1.412%	85,263,827	1.80%	0.08%	-0.23%	55,682,887	1.55%	-0.19%	-0.13%
Mar-18	195,416,305		52,074,331	1.524%	85,446,356	1.82%	0.22%	0.00%	55,785,899	1.57%	-0.01%	0.03%
Apr-18	191,668,439		48,358,005	1.661%	85,541,787	1.86%	-0.33%	-0.62%	55,920,551	1.63%	0.00%	0.00%
May-18	210,976,889		65,058,005	1.755%	85,714,498	1.91%	-0.16%	-0.39%	55,998,203	1.67%	0.65%	1.65%
Jun-18	207,635,739		61,758,005	1.854%	88,337,665	1.97%	-0.05%	-0.28%	56,077,829	1.70%	0.36%	0.08%
Jul-18	190,571,998		44,418,902	1.944%	88,543,794	2.00%	-0.36%	-0.63%	56,116,437	1.70%	-0.14%	0.50%
Aug-18	191,837,452		45,518,902	1.998%	88,654,200	2.03%	-0.23%	-0.53%	56,196,487	1.69%	0.76%	-0.01%
Sep-18	187,805,745		38,718,902	2.063%	88,810,836	2.04%	-0.16%	-0.47%	56,303,716	1.76%	0.83%	0.04%
Oct-18	188,925,543		39,668,140	2.144%	88,887,254	2.09%	-0.90%	-0.31%	56,473,609	1.80%	0.97%	0.25%
Nov-18	192,152,043		42,768,140	2.208%	89,084,357	2.13%	0.57%	0.40%	56,568,013	1.83%	1.52%	2.25%
Dec-18	197,462,474		46,268,140	2.291%	89,215,211	2.14%	1.52%	1.47%	56,671,250	1.90%	1.68%	2.33%
Jan-19	195,050,449		45,553,390	2.355%	89,373,064	2.15%	2.50%	2.45%	56,704,121	1.96%	0.31%	2.40%
Feb-19	211,740,422		62,553,390	2.392%	89,552,434	2.17%	2.84%	2.68%	56,761,069	2.13%	0.29%	2.44%
Mar-19	216,770,725		66,553,390	2.436%	89,668,393	2.21%	3.40%	3.28%	56,827,466	2.11%	0.47%	2.72%
Apr-19	206,696,569		59,210,262	2.445%	89,757,226	2.23%	3.83%	3.76%	56,986,412	2.10%	1.12%	3.08%
May-19	217,014,248		56,910,262	2.449%	100,691,487	2.25%	4.22%	4.27%	57,041,732	2.06%	1.51%	2.52%
Jun-19	225,003,102		62,910,263	2.428%	100,533,542	2.19%	4.88%	5.01%	57,126,387	1.98%	1.85%	2.57%
Jul-19	215,879,596	2.16%	53,598,980	2.379%	157,563,906	2.15%	-0.05%	-0.15%				
Aug-19	209,798,005	2.17%	50,148,980	2.341%	160,310,760	2.15%	5.44%	5.65%				
Sep-19	211,426,202	2.14%	49,048,980	2.280%	157,687,693	2.13%	5.46%	5.69%				
Oct-19	214,964,798	2.12%	54,181,584	2.190%	157,861,930	2.14%	5.77%	5.93%				
Nov-19	214,680,646	2.08%	53,481,584	2.103%	158,054,077	2.13%	5.33%	5.39%				
Dec-19	212,612,925	2.06%	50,681,584	2.043%	158,388,112	2.12%	4.48%	4.44%				
Jan-20	229,167,101	1.94%	55,970,504	1.967%	158,699,920	2.12%	4.87%	4.91%				
Feb-20	230,049,439	1.99%	66,570,054	1.912%	158,969,268	2.09%	5.79%	6.00%				
Mar-20	225,363,037	1.94%	62,570,054	1.787%	159,105,226	2.06%	5.56%	6.45%				
Apr-20	225,445,326	1.85%	62,878,795	1.648%	159,403,581	2.04%	6.06%	6.63%				
May-20	219,117,777	1.77%	55,278,795	1.363%	159,679,729	1.97%	5.69%	5.90%				
Jun-20	236,772,134	1.68%	72,778,795	1.217%	160,035,042	1.95%	5.34%	5.32%				
Jul-20	226,372,547	1.60%	61,612,184	0.920%	160,406,297	1.93%	5.67%	5.70%				
Aug-20	223,935,560	1.57%	58,612,184	0.784%	160,692,610	1.90%	4.65%	4.45%				
Sep-20	218,568,986	1.54%	53,112,184	0.685%	161,062,847	1.87%	4.82%	4.68%				

Notes:
 (1) Total General Portfolio includes all assets that comprise the City's Investment Portfolio which is LAIF as well as assets managed by Chandler Asset Management.
 (2) Yield to Maturity (YTM): The rate of return on an investment or security if it were to be held until maturity. This yield does not reflect changes in the market value of a security.
 (3) Rate of Return represents the gain or loss on an investment or portfolio of investments over a specified period, expressed as a percentage of increase over the initial investment cost. Gains on investments are considered to be any income received from the security or portfolio plus any realized capital gain. This measure of return recognizes the changes in market values of a security or portfolio of securities.
 (4) The Rate of Return for the investment portfolio reflects the performance of the portfolio during the past twelve months.
 (5) The portfolio benchmark is the ICE Bank of America-Merrill Lynch 1 to 5 year Government Index

Attachment: 2020-09 Investment Report [Revision 1] (4151 : RECEIPT OF QUARTERLY INVESTMENT

PORTFOLIO PERFORMANCE - 36 MONTH TREND



PORTFOLIO CHARACTERISTICS

The portfolio invested in LAIF represents the City's immediate cash liquidity needs and is managed by City staff in a manner to fund the day to day operations of the City.
 The portfolio managed by Chandler is comprised of idle cash balances related to funds that generally expect to expire within the next 12 to 60 months.

Attachment: 2020-09 Investment Report [Revision 1] (4151 : RECEIPT OF QUARTERLY INVESTMENT



City of Moreno Valley -

MONTHLY ACCOUNT STATEMENT

SEPTEMBER 1, 2020 THROUGH SEPTEMBER 30, 2020

Chandler Team:

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

Custodian

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

CHANDLER ASSET MANAGEMENT
chandlerasset.com

Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures.

PORTFOLIO CHARACTERISTICS

Average Modified Duration	2.52
Average Coupon	2.07%
Average Purchase YTM	1.87%
Average Market YTM	0.34%
Average S&P/Moody Rating	AA/Aa1
Average Final Maturity	2.79 yrs
Average Life	2.60 yrs

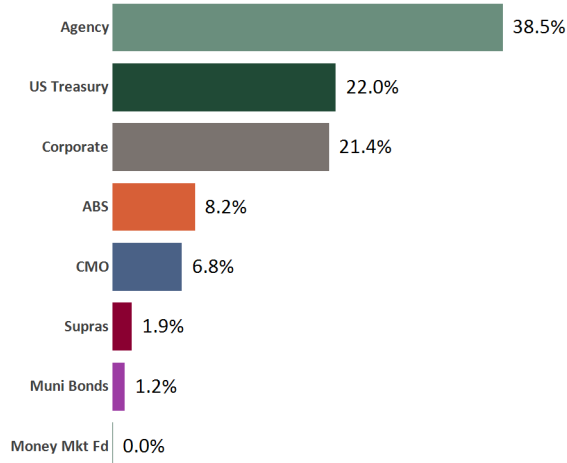
ACCOUNT SUMMARY

	Beg. Values as of 8/31/20	End Values as of 9/30/20
Market Value	167,796,780	167,888,024
Accrued Interest	743,819	677,004
Total Market Value	168,540,599	168,565,028
Income Earned	259,147	253,002
Cont/WD		0
Par	160,692,610	161,062,847
Book Value	161,787,816	162,126,955
Cost Value	161,944,775	162,320,263

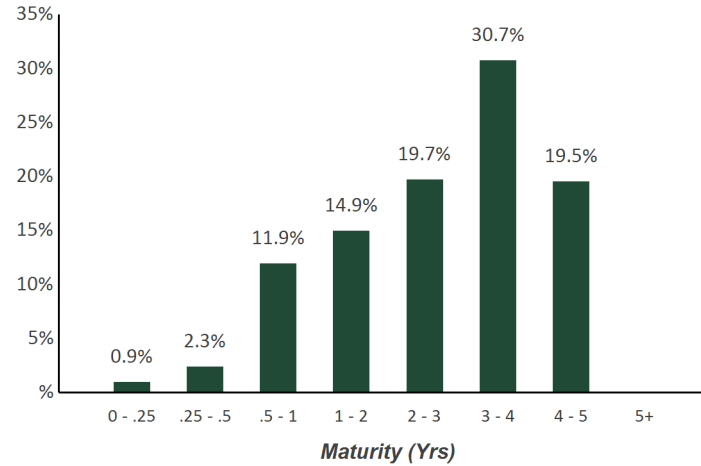
TOP ISSUERS

Government of United States	22.0%
Federal Home Loan Mortgage Corp	17.6%
Federal National Mortgage Assoc	16.6%
Federal Home Loan Bank	11.1%
John Deere ABS	2.4%
Honda ABS	1.8%
Toyota Motor Corp	1.7%
US Bancorp	1.6%
Total	74.8%

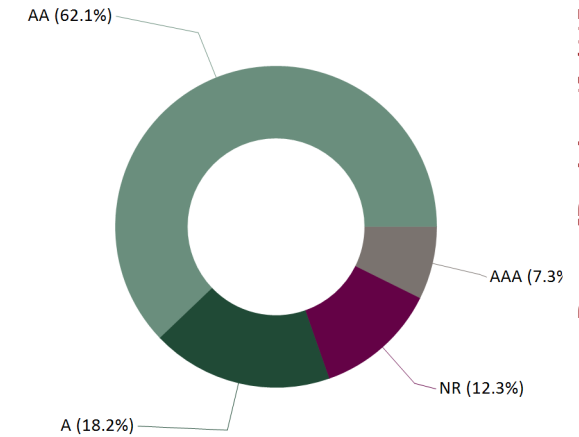
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

TOTAL RATE OF RETURN	Annualized									
	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	5/31/20	
City of Moreno Valley	0.01%	0.32%	4.32%	4.82%	5.14%	3.34%	2.46%	1.99%	2.14%	
ICE BAML 1-5 Year US Treasury/Agency Index	0.02%	0.13%	4.20%	4.57%	5.08%	3.17%	2.19%	1.72%	1.86%	
ICE BAML 1-5 Yr US Issuers Corp/Govt Rtd AAA-A Idx	0.00%	0.18%	4.25%	4.68%	5.18%	3.26%	2.32%	1.86%	2.02%	

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Statement of Compliance

As of September 30, 2020

City of Moreno Valley

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

Category	Standard	Comment
Treasury Issues	No Limitation	Complies
U.S. Agency Issues	No Limitation	Complies
Supranational Securities	"AA" rating by a NRSRO; 30% maximum; 5% max per issuer; Issued by International Bank for Reconstruction (IBRD), International Finance Corporation (IFC), or Inter-American Development Bank (IADB) only	Complies
Municipal Securities (Local Agency/State-CA and others)	No Limitation	Complies
Banker's Acceptances	40% maximum; 5% max per issuer; 180 days max maturity	Complies
Commercial Paper	"A-1/P-1/F-1" minimum ratings; "A" rated issuer or higher, if long term debt issued; 25% maximum; 5% max per issuer; 270 days max maturity	Complies
Negotiable Certificates of Deposit	30% maximum; 5% max per issuer	Complies
Medium Term Notes	"A" rating or better by a NRSRO; 30% maximum; 5% max per issuer	Complies
Money Market Mutual Funds and Mutual Funds	AAA/Aaa or Highest rating by two NRSROs; 20% maximum	Complies
Certificates of Deposit (CD)/ Time Deposit (TD)/ Bank Deposit (Collateralized/FDIC insured)	5% max per issuer	Complies
Asset-Backed Securities, Mortgage Pass-Through Securities, Collateralized Mortgage Backed Securities	"AA" rating or better by a NRSRO; 20% maximum (combined MBS/ABS/CMO); 5% max per issuer	Complies
Repurchase Agreements	1 year max maturity	Complies
Local Agency Investment Fund (LAIF)	Maximum program limitation; Not used by investment adviser	Complies
County Pooled Investment Funds; Joint Powers Authority Pool	Not used by investment adviser	Complies
Prohibited Securities	Reverse repurchase agreements; Futures or Option contracts; Securities lending; Zero interest accrual securities; Derivatives including but not limited to: Inverse floaters, Interest only strips from mortgages, residual securities, structured notes, forward based derivatives, forward contracts, forward rate agreements, interest rate futures, foreign currency futures contracts, option based derivatives, interest rate caps, interest rate floors, swap contracts, interest rate swaps, interest rate collars, foreign currency swaps, cross currency exchange agreements, fixed rate currency swaps, basis swaps, equity swaps, fixed rate equity swaps, floating rate equity swaps and commodity swaps.	Complies
Max Per Issuer	5% of portfolio per issuer, except US Government, its agencies and instrumentalities	Complies
Maximum maturity	5 years	Complies
Weighted Average Maturity	3 years	Complies

Holdings Report

As of September 30, 2020



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
ABS									
43811BAC8	Honda Auto Receivables Trust 2017-2 A3 1.68% Due 8/16/2021	69,417.08	04/27/2018 2.62%	68,337.87 69,131.14	100.11 0.36%	69,491.88 51.83	0.04% 360.74	Aaa / AAA NR	0.8 0.0
47788BAD6	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	4,860.79	07/11/2017 1.83%	4,860.44 4,860.70	100.05 0.15%	4,863.45 3.93	0.00% 2.75	Aaa / NR AAA	1.0 0.0
47788CAC6	John Deere Owner Trust 2018-A A3 2.66% Due 4/18/2022	80,380.68	02/21/2018 2.68%	80,374.90 80,378.52	100.55 0.35%	80,820.40 95.03	0.05% 441.88	Aaa / NR AAA	1.5 0.2
43815HAC1	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	462,041.90	08/21/2018 2.98%	461,978.50 462,011.83	101.31 0.39%	468,105.20 378.62	0.28% 6,093.37	Aaa / NR AAA	1.8 0.5
89238TAD5	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 9/15/2022	1,352,780.22	07/25/2019 2.31%	1,367,100.67 1,361,717.98	101.23 0.31%	1,369,469.46 1,779.66	0.81% 7,751.48	Aaa / AAA NR	1.9 0.4
47788EAC2	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	548,370.11	07/18/2018 3.10%	548,328.55 548,349.65	101.39 0.10%	556,015.46 750.66	0.33% 7,665.81	Aaa / NR AAA	2.1 0.4
58770FAC6	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	570,000.00	01/21/2020 1.85%	569,924.87 569,942.46	101.63 0.54%	579,281.31 466.13	0.34% 9,338.85	Aaa / AAA NR	2.2 1.2
65479GAD1	Nissan Auto Receivables Trust 2018-B A3 3.06% Due 3/15/2023	799,302.52	09/16/2019 1.67%	810,417.82 805,636.10	101.68 0.40%	812,761.14 1,087.05	0.48% 7,125.04	Aaa / AAA NR	2.4 0.6
47789JAD8	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	1,500,000.00	08/27/2019 1.90%	1,531,230.47 1,519,713.87	102.25 0.27%	1,533,778.50 1,940.00	0.91% 14,064.63	Aaa / NR AAA	2.7 0.8
43815NAC8	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	1,150,000.00	08/20/2019 1.79%	1,149,990.46 1,149,993.89	101.90 0.38%	1,171,904.05 909.78	0.70% 21,910.16	Aaa / AAA NR	2.8 1.9
58769EAC2	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	525,000.00	09/15/2020 0.40%	524,973.38 524,973.63	99.99 0.40%	524,973.38 46.67	0.31% (0.25)	NR / AAA AAA	3.1 1.8
477870AC3	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	590,000.00	07/16/2019 2.23%	589,874.74 589,908.69	102.37 0.28%	603,980.64 579.51	0.36% 14,071.95	Aaa / NR AAA	3.2 1.2
92348AAA3	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	785,000.00	10/01/2019 1.95%	784,939.48 784,952.58	102.35 0.38%	803,469.48 465.33	0.48% 18,516.90	NR / AAA AAA	3.5 1.4

Attachment: 2020-09 Investment Report [Revision 1] (4151 : RECEIPT OF QUARTERLY INVESTMENT

Holdings Report

As of September 30, 2020



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
ABS									
65479JAD5	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	1,230,000.00	10/16/2019 1.94%	1,229,935.06 1,229,948.00	102.47 0.43%	1,260,377.31 1,055.07	0.75% 30,429.31	Aaa / AAA NR	3.7 1.6
43813DAC2	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	525,000.00	05/18/2020 0.83%	524,958.68 524,962.16	100.92 0.33%	529,850.48 191.33	0.31% 4,888.32	Aaa / AAA NR	3.7 1.8
47789KAC7	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	865,000.00	03/04/2020 1.11%	864,947.15 864,953.81	101.31 0.36%	876,342.75 422.89	0.52% 11,388.94	Aaa / NR AAA	3.8 1.7
43813KAC6	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	870,000.00	09/22/2020 0.38%	869,872.20 869,872.42	100.01 0.37%	870,090.48 17.88	0.52% 218.06	NR / AAA AAA	4.0 2.1
47787NAC3	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	400,000.00	07/14/2020 0.52%	399,939.04 399,942.44	100.26 0.39%	401,038.00 90.67	0.24% 1,095.56	Aaa / NR AAA	4.1 2.1
92290BAA9	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	1,215,000.00	08/04/2020 0.48%	1,214,744.85 1,214,752.57	100.10 0.43%	1,216,167.62 174.49	0.72% 1,415.05	Aaa / NR AAA	4.3 2.3
Total ABS		13,542,153.30	1.62%	13,596,729.13 13,576,002.44	0.36%	13,732,780.99 10,506.53	8.15% 156,778.55	Aaa / AAA AAA	3.1 1.3
AGENCY									
3135G0K69	FNMA Note 1.25% Due 5/6/2021	1,675,000.00	06/29/2016 1.18%	1,680,695.00 1,675,697.81	100.66 0.15%	1,686,029.88 8,433.16	1.01% 10,332.07	Aaa / AA+ AAA	0.6 0.6
313379RB7	FHLB Note 1.875% Due 6/11/2021	1,000,000.00	08/30/2017 1.67%	1,007,540.00 1,001,382.33	101.21 0.13%	1,012,139.00 5,729.17	0.60% 10,756.67	Aaa / AA+ AAA	0.7 0.6
313373ZY1	FHLB Note 3.625% Due 6/11/2021	2,000,000.00	02/11/2019 2.51%	2,049,900.00 2,014,852.59	102.41 0.17%	2,048,106.00 22,152.78	1.23% 33,253.41	Aaa / AA+ NR	0.7 0.6
3130A8QS5	FHLB Note 1.125% Due 7/14/2021	1,100,000.00	10/04/2016 1.33%	1,089,836.00 1,098,331.28	100.79 0.12%	1,108,690.00 2,646.88	0.66% 10,358.72	Aaa / AA+ AAA	0.7 0.7
3137EAEC9	FHLMC Note 1.125% Due 8/12/2021	1,625,000.00	Various 1.32%	1,610,283.75 1,622,424.90	100.85 0.15%	1,638,760.50 2,488.29	0.97% 16,335.60	Aaa / AA+ AAA	0.8 0.8
3135G0Q89	FNMA Note 1.375% Due 10/7/2021	1,740,000.00	Various 1.76%	1,710,142.50 1,733,583.70	101.24 0.16%	1,761,520.32 11,563.75	1.05% 27,936.62	Aaa / AA+ AAA	1.0 1.0
3130AF5B9	FHLB Note 3% Due 10/12/2021	1,400,000.00	11/29/2018 2.91%	1,403,528.00 1,401,266.98	102.95 0.14%	1,441,266.40 19,716.67	0.87% 39,999.42	Aaa / AA+ NR	1.0 1.0

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Holdings Report

As of September 30, 2020



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
AGENCY									
3135G0S38	FNMA Note 2% Due 1/5/2022	1,700,000.00	04/25/2017 1.92%	1,706,205.00 1,701,668.91	102.38 0.11%	1,740,526.30 8,122.22	1.04% 38,857.39	Aaa / AA+ AAA	1.2 1.2
3137EADB2	FHLMC Note 2.375% Due 1/13/2022	450,000.00	01/27/2017 2.03%	457,185.15 451,862.82	102.89 0.13%	462,989.70 2,315.63	0.28% 11,126.88	Aaa / AA+ AAA	1.2 1.2
3135G0T45	FNMA Note 1.875% Due 4/5/2022	1,725,000.00	06/19/2017 1.88%	1,724,739.53 1,724,917.99	102.63 0.13%	1,770,426.15 15,812.50	1.06% 45,508.16	Aaa / AA+ AAA	1.5 1.4
3135G0T78	FNMA Note 2% Due 10/5/2022	900,000.00	12/12/2017 2.25%	889,749.00 895,717.57	103.71 0.16%	933,368.40 8,800.00	0.56% 37,650.83	Aaa / AA+ AAA	2.0 1.9
3135G0T94	FNMA Note 2.375% Due 1/19/2023	1,850,000.00	04/11/2018 2.71%	1,822,731.00 1,836,858.31	104.91 0.24%	1,940,748.05 8,787.50	1.16% 103,889.74	Aaa / AA+ AAA	2.3 2.2
3137EAER6	FHLMC Note 0.375% Due 5/5/2023	3,110,000.00	05/05/2020 0.39%	3,108,693.80 3,108,869.47	100.43 0.21%	3,123,341.90 4,665.00	1.86% 14,472.43	Aaa / AA+ AAA	2.9 2.9
3135G04Q3	FNMA Note 0.25% Due 5/22/2023	3,080,000.00	05/20/2020 0.35%	3,070,729.20 3,071,846.78	100.07 0.22%	3,082,208.36 2,759.17	1.83% 10,361.58	Aaa / AA+ AAA	2.6 2.6
3137EAEN5	FHLMC Note 2.75% Due 6/19/2023	3,000,000.00	Various 2.39%	3,038,014.00 3,027,484.20	106.76 0.25%	3,202,803.00 23,375.00	1.91% 175,318.80	Aaa / AA+ AAA	2.7 2.6
3135G05G4	FNMA Note 0.25% Due 7/10/2023	2,555,000.00	07/08/2020 0.32%	2,549,506.75 2,549,923.13	99.98 0.26%	2,554,473.67 1,437.19	1.52% 4,550.54	Aaa / AA+ AAA	2.7 2.7
3137EAEV7	FHLMC Note 0.25% Due 8/24/2023	1,925,000.00	08/19/2020 0.28%	1,923,036.50 1,923,109.82	100.07 0.23%	1,926,305.15 534.72	1.14% 3,195.33	Aaa / AA+ AAA	2.9 2.8
3130A0F70	FHLB Note 3.375% Due 12/8/2023	1,700,000.00	01/16/2019 2.73%	1,749,623.00 1,732,313.30	109.84 0.27%	1,867,280.00 18,009.38	1.12% 134,966.70	Aaa / AA+ AAA	3.1 3.0
3130AB3H7	FHLB Note 2.375% Due 3/8/2024	1,400,000.00	04/29/2019 2.37%	1,400,098.00 1,400,069.27	107.06 0.31%	1,498,771.40 2,124.31	0.89% 98,702.13	Aaa / AA+ NR	3.4 3.3
3130A1XJ2	FHLB Note 2.875% Due 6/14/2024	3,000,000.00	Various 1.94%	3,131,160.00 3,098,107.79	109.68 0.25%	3,290,280.00 25,635.41	1.97% 192,172.21	Aaa / AA+ NR	3.7 3.5
3135G0V75	FNMA Note 1.75% Due 7/2/2024	3,000,000.00	07/16/2019 1.96%	2,969,790.00 2,977,159.11	105.54 0.27%	3,166,314.00 12,979.17	1.89% 189,154.89	Aaa / AA+ AAA	3.7 3.6
3130A2UW4	FHLB Note 2.875% Due 9/13/2024	3,000,000.00	09/13/2019 1.79%	3,155,070.00 3,122,678.73	110.56 0.19%	3,316,764.00 4,312.50	1.97% 194,085.27	Aaa / AA+ AAA	3.9 3.7
3135G0W66	FNMA Note 1.625% Due 10/15/2024	1,180,000.00	10/17/2019 1.66%	1,177,982.20 1,178,368.28	105.32 0.30%	1,242,831.46 8,841.81	0.74% 64,463.18	Aaa / AA+ AAA	4.0 3.9

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Holdings Report

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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
AGENCY									
3135G0X24	FNMA Note 1.625% Due 1/7/2025	3,210,000.00	Various 1.18%	3,276,100.10 3,268,390.73	105.38 0.35%	3,382,611.33 12,171.25	2.01% 114,220.60	Aaa / AA+ AAA	4.2 4.1
3137EAEPO	FHLMC Note 1.5% Due 2/12/2025	3,590,000.00	02/13/2020 1.52%	3,587,235.70 3,587,584.08	104.96 0.35%	3,767,981.43 7,329.58	2.24% 180,397.35	Aaa / NR AAA	4.3 4.2
3130A4CH3	FHLB Note 2.375% Due 3/14/2025	2,750,000.00	03/19/2020 1.18%	2,908,867.50 2,891,845.98	108.54 0.44%	2,984,822.50 3,084.20	1.77% 92,976.52	Aaa / AA+ AAA	4.4 4.2
3135G03U5	FNMA Note 0.625% Due 4/22/2025	2,830,000.00	04/22/2020 0.67%	2,824,170.20 2,824,681.59	101.35 0.33%	2,868,340.84 7,713.72	1.71% 43,659.25	Aaa / AA+ AAA	4.5 4.4
3135G04Z3	FNMA Note 0.5% Due 6/17/2025	1,780,000.00	06/17/2020 0.54%	1,776,315.40 1,776,525.49	100.46 0.40%	1,788,207.58 2,521.67	1.06% 11,682.09	Aaa / AA+ AAA	4.7 4.6
3137EAEU9	FHLMC Note 0.375% Due 7/21/2025	1,900,000.00	07/21/2020 0.48%	1,890,538.00 1,890,901.13	100.02 0.37%	1,900,311.60 1,345.83	1.13% 9,410.47	Aaa / AA+ AAA	4.8 4.7
3137EAEX3	FHLMC Note 0.375% Due 9/23/2025	2,065,000.00	09/23/2020 0.44%	2,058,784.35 2,058,804.80	99.67 0.44%	2,058,191.70 129.06	1.22% (613.10)	Aaa / AA+ AAA	4.9 4.9
Total Agency		62,240,000.00	1.43%	62,748,249.63 62,647,228.87	0.26%	64,566,410.62 255,537.52	38.46% 1,919,181.75	Aaa / AA+ AAA	3.0 2.9
CMO									
3137BDDC7	FHLMC K716 A2 3.13% Due 6/25/2021	467,841.04	09/12/2017 1.92%	487,029.84 471,553.66	101.09 0.75%	472,934.89 244.06	0.28% 1,381.23	Aaa / AA+ NR	0.7 0.5
3137BFDQ1	FHLMC K717 A2 2.991% Due 9/25/2021	1,034,650.44	12/28/2018 2.89%	1,035,297.10 1,034,882.82	101.77 1.45%	1,053,005.14 2,578.87	0.63% 18,122.32	NR / NR AAA	0.9 0.7
3137BM6P6	FHLMC K721 A2 3.09% Due 8/25/2022	2,790,000.00	Various 2.19%	2,877,120.79 2,831,623.18	103.84 0.67%	2,897,247.60 7,184.25	1.72% 65,624.42	Aaa / NR NR	1.9 1.6
3137B5JM6	FHLMC K034 A2 3.531% Due 7/25/2023	1,500,000.00	08/28/2018 3.03%	1,531,816.41 1,518,264.65	107.68 0.59%	1,615,206.00 4,413.75	0.96% 96,941.35	NR / NR AAA	2.8 2.5
3137B4WB8	FHLMC K033 A2 3.06% Due 7/25/2023	1,500,000.00	08/19/2019 1.90%	1,562,812.50 1,545,016.36	106.35 0.59%	1,595,214.00 765.00	0.95% 50,197.64	Aaa / NR NR	2.8 2.5
3137B7MZ9	FHLMC K036 A2 3.527% Due 10/25/2023	2,145,000.00	Various 2.79%	2,209,267.38 2,189,412.75	108.47 0.52%	2,326,604.28 1,260.90	1.38% 137,191.53	Aaa / NR AAA	3.0 2.7

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CMO									
3137BYPQ7	FHLMC K726 A2 2.905% Due 4/25/2024	1,454,437.88	04/22/2019 2.72%	1,464,834.85 1,461,847.21	106.99 0.72%	1,556,167.08 3,520.95	0.93% 94,319.87	NR / AAA NR	3.5 3.1
Total CMO		10,891,929.36	2.51%	11,168,178.87 11,052,600.63	0.70%	11,516,378.99 19,967.78	6.84% 463,778.36	Aaa / AAA AAA	2.4 2.2
CORPORATE									
594918BG8	Microsoft Callable Note Cont. 10/3/2020 2% Due 11/3/2020	425,000.00	10/29/2015 2.02%	424,660.00 424,993.86	100.01 1.39%	425,021.25 3,494.44	0.25% 27.39	Aaa / AAA AA+	0.0 0.0
00440EAT4	Chubb INA Holdings Inc Callable Note Cont 10/3/2020 2.3% Due 11/3/2020	1,050,000.00	02/06/2017 2.16%	1,054,945.50 1,050,007.43	100.14 0.54%	1,051,483.65 9,928.33	0.63% 1,476.22	A3 / A A	0.0 0.0
30231GAV4	Exxon Mobil Corp Callable Note Cont 2/1/2021 2.222% Due 3/1/2021	1,160,000.00	Various 1.97%	1,173,322.80 1,161,151.54	100.66 0.64%	1,167,668.76 2,147.94	0.69% 6,517.22	Aa1 / AA NR	0.4 0.4
24422ESL4	John Deere Capital Corp Note 2.8% Due 3/4/2021	425,000.00	05/24/2017 2.12%	435,340.25 426,158.95	101.02 0.40%	429,351.58 892.50	0.26% 3,192.63	A2 / A A	0.4 0.4
369550BE7	General Dynamics Corp Note 3% Due 5/11/2021	1,055,000.00	Various 3.25%	1,047,595.75 1,053,493.06	101.67 0.27%	1,072,624.83 12,308.33	0.64% 19,131.77	A2 / A NR	0.6 0.6
857477AV5	State Street Bank Note 1.95% Due 5/19/2021	580,000.00	05/16/2016 1.96%	579,698.40 579,962.01	101.09 0.23%	586,347.52 4,147.00	0.35% 6,385.51	A1 / A AA-	0.6 0.6
594918BP8	Microsoft Callable Note Cont 7/8/2021 1.55% Due 8/8/2021	770,000.00	Various 1.57%	769,085.90 769,844.31	101.08 0.15%	778,314.46 1,757.10	0.46% 8,470.15	Aaa / AAA AA+	0.8 0.7
69371RN44	Paccar Financial Corp Note 1.65% Due 8/11/2021	1,100,000.00	05/23/2018 3.15%	1,050,093.00 1,086,651.79	101.17 0.29%	1,112,853.50 2,520.83	0.66% 26,201.71	A1 / A+ NR	0.8 0.8
68389XBK0	Oracle Corp Callable Note Cont 8/15/2021 1.9% Due 9/15/2021	1,100,000.00	11/29/2016 2.40%	1,075,371.00 1,095,082.65	101.42 0.27%	1,115,673.90 928.89	0.66% 20,591.25	A3 / A A-	0.9 0.8
17275RBJ0	Cisco Systems Callable Note Cont 8/20/2021 1.85% Due 9/20/2021	1,250,000.00	02/26/2019 2.70%	1,223,812.50 1,240,074.54	101.44 0.23%	1,267,941.25 706.60	0.75% 27,866.71	A1 / AA- NR	0.9 0.8

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CORPORATE									
89236TDP7	Toyota Motor Credit Corp Note 2.6% Due 1/11/2022	1,200,000.00	Various 3.19%	1,176,750.00 1,191,550.19	102.94 0.30%	1,235,275.20 6,933.34	0.74% 43,725.01	A1 / A+ A+	1.2 1.2
89233P5T9	Toyota Motor Credit Corp Note 3.3% Due 1/12/2022	1,500,000.00	02/20/2019 2.84%	1,519,035.00 1,508,443.96	103.62 0.47%	1,554,261.00 10,862.50	0.93% 45,817.04	A1 / A+ A+	1.2 1.2
69353RFE3	PNC Bank Callable Note Cont 6/28/2022 2.45% Due 7/28/2022	1,170,000.00	07/25/2017 2.45%	1,169,894.70 1,169,961.65	103.60 0.38%	1,212,118.83 5,016.38	0.72% 42,157.18	A2 / A A+	1.8 1.7
44932HAC7	IBM Credit Corp Note 2.2% Due 9/8/2022	1,050,000.00	11/29/2017 2.58%	1,032,234.00 1,042,789.57	103.84 0.22%	1,090,285.35 1,475.83	0.65% 47,495.78	A2 / A NR	1.9 1.9
48128BAB7	JP Morgan Chase & Co Callable Note 1X 1/15/2022 2.972% Due 1/15/2023	950,000.00	02/09/2018 3.19%	940,832.50 945,735.10	103.26 0.44%	980,988.05 5,960.51	0.59% 35,252.95	A2 / A- AA-	2.2 1.2
808513AT2	Charles Schwab Corp Callable Note Cont 12/25/2022 2.65% Due 1/25/2023	665,000.00	08/01/2019 2.27%	673,179.50 670,384.73	104.85 0.47%	697,243.19 3,230.79	0.42% 26,858.46	A2 / A A	2.9 2.1
24422ETG4	John Deere Capital Corp Note 2.8% Due 3/6/2023	780,000.00	Various 2.50%	786,043.20 785,528.81	105.87 0.38%	825,747.00 1,516.66	0.49% 40,218.19	A2 / A A	2.4 2.9
037833AK6	Apple Inc Note 2.4% Due 5/3/2023	715,000.00	11/28/2018 3.54%	681,959.85 695,687.37	105.29 0.35%	752,807.06 7,054.67	0.45% 57,119.69	Aa1 / AA+ NR	2.9 2.9
404280BA6	HSBC Holdings PLC Note 3.6% Due 5/25/2023	900,000.00	03/20/2019 3.33%	909,477.00 906,003.14	106.49 1.11%	958,432.50 11,340.00	0.58% 52,429.36	A2 / A- A+	2.6 2.9
02665WCJ8	American Honda Finance Note 3.45% Due 7/14/2023	335,000.00	07/11/2018 3.49%	334,420.45 334,677.18	107.81 0.62%	361,166.85 2,472.02	0.22% 26,489.67	A3 / A- NR	2.7 2.6
06406RAJ6	Bank of NY Mellon Corp Note 3.45% Due 8/11/2023	1,900,000.00	Various 2.64%	1,960,162.00 1,941,518.52	108.63 0.42%	2,063,880.70 9,104.16	1.23% 122,362.18	A1 / A AA-	2.8 2.7
02665WCQ2	American Honda Finance Note 3.625% Due 10/10/2023	1,635,000.00	Various 3.02%	1,673,579.30 1,662,880.71	108.91 0.65%	1,780,689.95 28,152.66	1.07% 117,809.24	A3 / A- NR	3.0 2.8
06051GHF9	Bank of America Corp Callable Note 1X 3/5/2023 3.55% Due 3/5/2024	1,900,000.00	Various 2.71%	1,930,235.00 1,922,116.65	106.50 0.84%	2,023,424.00 4,871.39	1.20% 101,307.35	A2 / A- A+	3.4 2.9
89114QCB2	Toronto Dominion Bank Note 3.25% Due 3/11/2024	1,900,000.00	Various 2.77%	1,940,554.00 1,929,320.57	108.41 0.77%	2,059,723.50 3,430.56	1.22% 130,402.93	Aa3 / A AA-	3.4 3.2
404280BS7	HSBC Holdings PLC Callable Note 1X 5/18/2023 3.95% Due 5/18/2024	1,000,000.00	08/28/2019 2.20%	1,050,660.00 1,038,957.92	106.97 1.25%	1,069,693.00 14,593.06	0.64% 30,735.08	A2 / A- A+	3.6 2.4

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CORPORATE									
91159HHX1	US Bancorp Callable Note Cont 6/28/2024 2.4% Due 7/30/2024	1,750,000.00	10/10/2019 2.07%	1,775,567.50 1,770,328.99	106.37 0.67%	1,861,494.25 7,116.67	1.11% 91,165.26	A1 / A+ A+	3.8 3.5
009158AV8	Air Products & Chemicals Callable Note Cont 4/30/2024 3.35% Due 7/31/2024	500,000.00	08/07/2019 2.11%	527,750.00 521,013.47	109.66 0.62%	548,296.00 2,838.19	0.33% 27,282.53	A2 / A NR	3.8 3.3
69371RQ25	Paccar Financial Corp Note 2.15% Due 8/15/2024	670,000.00	08/08/2019 2.20%	668,519.30 668,854.02	105.66 0.67%	707,915.97 1,840.64	0.42% 39,061.95	A1 / A+ NR	3.8 3.7
78015K7C2	Royal Bank of Canada Note 2.25% Due 11/1/2024	1,900,000.00	12/05/2019 2.26%	1,899,012.00 1,899,176.02	106.00 0.76%	2,013,971.50 17,812.50	1.21% 114,795.48	A2 / A AA	4.0 3.8
14913Q3B3	Caterpillar Finl Service Note 2.15% Due 11/8/2024	2,020,000.00	Various 1.88%	2,044,446.00 2,041,136.88	106.34 0.59%	2,148,049.82 17,251.36	1.28% 106,912.94	A3 / A A	4.1 3.9
90331HPL1	US Bank NA Callable Note Cont 12/21/2024 2.05% Due 1/21/2025	810,000.00	01/16/2020 2.10%	808,274.70 808,514.56	105.61 0.70%	855,479.07 3,228.75	0.51% 46,964.51	A1 / AA- AA-	4.3 4.0
Total Corporate		34,165,000.00	2.54%	34,336,511.10 34,342,000.15	0.56%	35,808,223.49 204,934.60	21.36% 1,466,223.34	A1 / A A+	2.4 2.2
MONEY MARKET FUND FI									
60934N104	Federated Investors Government Obligations Fund	78,763.96	Various 0.01%	78,763.96 78,763.96	1.00 0.01%	78,763.96 0.00	0.05% 0.00	Aaa / AAA AAA	0.0 0.0
Total Money Market Fund FI		78,763.96	0.01%	78,763.96	0.01%	78,763.96 0.00	0.05% 0.00	Aaa / AAA AAA	0.0 0.0
MUNICIPAL BONDS									
13063DRK6	California St Taxable GO 2.4% Due 10/1/2024	1,915,000.00	10/16/2019 1.91%	1,958,987.55 1,950,624.06	106.99 0.63%	2,048,896.80 22,980.00	1.23% 98,272.74	Aa2 / AA- AA	4.0 3.7
Total Municipal Bonds		1,915,000.00	1.91%	1,958,987.55 1,950,624.06	0.63%	2,048,896.80 22,980.00	1.23% 98,272.74	Aa2 / AA- AA	4.0 3.7
SUPRANATIONAL									
45950KCM0	International Finance Corp Note 2.25% Due 1/25/2021	605,000.00	01/18/2018 2.35%	603,221.30 604,811.74	100.64 0.25%	608,863.53 2,495.63	0.36% 4,051.79	Aaa / AAA NR	0.52 0.32

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SUPRANATIONAL									
4581X0CW6	Inter-American Dev Bank Note 2.125% Due 1/18/2022	1,675,000.00	01/10/2017 2.15%	1,672,939.75 1,674,465.19	102.44 0.25%	1,715,792.95 7,217.62	1.02% 41,327.76	Aaa / NR AAA	1.3 1.2
4581X0CZ9	Inter-American Dev Bank Note 1.75% Due 9/14/2022	850,000.00	03/23/2018 2.79%	813,178.00 833,912.94	102.96 0.23%	875,172.75 702.43	0.52% 41,259.81	Aaa / AAA AAA	1.9 1.9
Total Supranational		3,130,000.00	2.36%	3,089,339.05 3,113,189.87	0.24%	3,199,829.23 10,415.68	1.90% 86,639.36	Aaa / AAA AAA	1.2 1.2
US TREASURY									
912828Q37	US Treasury Note 1.25% Due 3/31/2021	1,700,000.00	Various 1.59%	1,676,910.00 1,697,296.13	100.57 0.10%	1,709,761.40 58.38	1.01% 12,465.27	Aaa / AA+ AAA	0.9 0.9
912828S27	US Treasury Note 1.125% Due 6/30/2021	1,015,000.00	Various 1.91%	980,766.29 1,009,368.60	100.75 0.12%	1,022,612.50 2,885.71	0.61% 13,243.90	Aaa / AA+ AAA	0.7 0.7
912828T34	US Treasury Note 1.125% Due 9/30/2021	1,700,000.00	11/09/2016 1.48%	1,671,251.79 1,694,137.62	100.98 0.15%	1,716,602.20 52.54	1.02% 22,464.58	Aaa / AA+ AAA	1.0 1.0
912828F21	US Treasury Note 2.125% Due 9/30/2021	2,200,000.00	02/11/2019 2.47%	2,180,578.13 2,192,643.54	101.98 0.14%	2,243,656.80 128.43	1.33% 51,013.26	Aaa / AA+ AAA	1.0 0.9
912828J43	US Treasury Note 1.75% Due 2/28/2022	1,785,000.00	03/13/2017 2.14%	1,752,722.58 1,775,821.16	102.29 0.13%	1,825,860.44 2,675.03	1.08% 50,039.28	Aaa / AA+ AAA	1.4 1.4
912828XG0	US Treasury Note 2.125% Due 6/30/2022	1,700,000.00	08/15/2017 1.82%	1,724,111.17 1,708,638.25	103.48 0.13%	1,759,168.50 9,129.42	1.05% 50,530.25	Aaa / AA+ AAA	1.7 1.7
912828L57	US Treasury Note 1.75% Due 9/30/2022	1,750,000.00	10/17/2017 1.99%	1,730,585.94 1,742,172.10	103.23 0.13%	1,806,602.00 84.13	1.07% 64,429.90	Aaa / AA+ AAA	2.0 1.9
912828N30	US Treasury Note 2.125% Due 12/31/2022	1,750,000.00	01/25/2018 2.46%	1,722,792.97 1,737,590.57	104.47 0.14%	1,828,204.00 9,397.93	1.09% 90,613.43	Aaa / AA+ AAA	2.2 2.2
912828T91	US Treasury Note 1.625% Due 10/31/2023	3,200,000.00	Various 1.80%	3,176,515.63 3,183,191.52	104.52 0.16%	3,344,624.00 21,760.87	2.00% 161,432.48	Aaa / AA+ AAA	3.0 3.0
912828V23	US Treasury Note 2.25% Due 12/31/2023	3,150,000.00	Various 1.81%	3,209,369.15 3,192,937.66	106.74 0.17%	3,362,379.30 17,911.35	2.01% 169,441.64	Aaa / AA+ AAA	3.2 3.1
912828B66	US Treasury Note 2.75% Due 2/15/2024	3,150,000.00	Various 1.81%	3,279,865.24 3,244,944.09	108.68 0.17%	3,423,287.70 11,063.52	2.04% 178,343.61	Aaa / AA+ AAA	3.3 3.2
912828X70	US Treasury Note 2% Due 4/30/2024	3,100,000.00	Various 1.86%	3,119,312.50 3,114,316.76	106.47 0.19%	3,300,532.80 25,945.65	1.97% 186,216.04	Aaa / AA+ AAA	3.5 3.4

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US TREASURY									
912828XX3	US Treasury Note 2% Due 6/30/2024	3,000,000.00	07/30/2019 1.87%	3,018,867.19 3,014,371.00	106.74 0.19%	3,202,266.00 15,163.04	1.91% 187,895.00	Aaa / AA+ AAA	3.7 3.6
912828D56	US Treasury Note 2.375% Due 8/15/2024	3,000,000.00	08/29/2019 1.45%	3,133,007.81 3,103,793.07	108.38 0.20%	3,251,367.00 9,099.86	1.93% 147,573.93	Aaa / AA+ AAA	3.8 3.7
9128283D0	US Treasury Note 2.25% Due 10/31/2024	2,900,000.00	Various 1.76%	2,966,847.66 2,955,323.19	108.27 0.22%	3,139,815.50 27,305.71	1.88% 184,492.31	Aaa / AA+ AAA	4.0 3.8
Total US Treasury		35,100,000.00	1.86%	35,343,504.05 35,366,545.26	0.16%	36,936,740.14 152,661.57	22.00% 1,570,194.88	Aaa / AA+ AAA	2.7 2.6
TOTAL PORTFOLIO				161,062,846.62	1.87%	162,320,263.34 162,126,955.24	0.34%	100.00% Aa1 / AA AAA	2.7 2.5
TOTAL MARKET VALUE PLUS ACCRUED						168,565,027.90			

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	09/01/2020	60934N104	12,887.60	Federated Investors Government Obligations Fund	1.000	0.02%	12,887.60	0.00	12,887.60	0.00
Purchase	09/01/2020	60934N104	13.95	Federated Investors Government Obligations Fund	1.000	0.02%	13.95	0.00	13.95	0.00
Purchase	09/04/2020	60934N104	5,950.00	Federated Investors Government Obligations Fund	1.000	0.02%	5,950.00	0.00	5,950.00	0.00
Purchase	09/05/2020	60934N104	33,725.00	Federated Investors Government Obligations Fund	1.000	0.02%	33,725.00	0.00	33,725.00	0.00
Purchase	09/06/2020	60934N104	10,920.00	Federated Investors Government Obligations Fund	1.000	0.02%	10,920.00	0.00	10,920.00	0.00
Purchase	09/08/2020	60934N104	28,175.00	Federated Investors Government Obligations Fund	1.000	0.02%	28,175.00	0.00	28,175.00	0.00
Purchase	09/11/2020	60934N104	30,875.00	Federated Investors Government Obligations Fund	1.000	0.02%	30,875.00	0.00	30,875.00	0.00
Purchase	09/13/2020	60934N104	43,125.00	Federated Investors Government Obligations Fund	1.000	0.02%	43,125.00	0.00	43,125.00	0.00
Purchase	09/14/2020	60934N104	40,093.75	Federated Investors Government Obligations Fund	1.000	0.02%	40,093.75	0.00	40,093.75	0.00
Purchase	09/15/2020	60934N104	10,450.00	Federated Investors Government Obligations Fund	1.000	0.02%	10,450.00	0.00	10,450.00	0.00
Purchase	09/15/2020	60934N104	874.00	Federated Investors Government Obligations Fund	1.000	0.02%	874.00	0.00	874.00	0.00
Purchase	09/15/2020	60934N104	1,705.83	Federated Investors Government Obligations Fund	1.000	0.02%	1,705.83	0.00	1,705.83	0.00
Purchase	09/15/2020	60934N104	300.33	Federated Investors Government Obligations Fund	1.000	0.02%	300.33	0.00	300.33	0.00
Purchase	09/15/2020	60934N104	792.92	Federated Investors Government Obligations Fund	1.000	0.02%	792.92	0.00	792.92	0.00
Purchase	09/15/2020	60934N104	3,637.50	Federated Investors Government Obligations Fund	1.000	0.02%	3,637.50	0.00	3,637.50	0.00
Purchase	09/15/2020	60934N104	1,086.58	Federated Investors Government Obligations Fund	1.000	0.02%	1,086.58	0.00	1,086.58	0.00

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	09/15/2020	60934N104	358.75	Federated Investors Government Obligations Fund	1.000	0.02%	358.75	0.00	358.75	0.00
Purchase	09/15/2020	60934N104	1,978.25	Federated Investors Government Obligations Fund	1.000	0.02%	1,978.25	0.00	1,978.25	0.00
Purchase	09/15/2020	60934N104	36,440.65	Federated Investors Government Obligations Fund	1.000	0.02%	36,440.65	0.00	36,440.65	0.00
Purchase	09/15/2020	60934N104	4,768.65	Federated Investors Government Obligations Fund	1.000	0.02%	4,768.65	0.00	4,768.65	0.00
Purchase	09/15/2020	60934N104	13,777.92	Federated Investors Government Obligations Fund	1.000	0.02%	13,777.92	0.00	13,777.92	0.00
Purchase	09/15/2020	60934N104	44,314.90	Federated Investors Government Obligations Fund	1.000	0.02%	44,314.90	0.00	44,314.90	0.00
Purchase	09/15/2020	60934N104	62,708.34	Federated Investors Government Obligations Fund	1.000	0.02%	62,708.34	0.00	62,708.34	0.00
Purchase	09/15/2020	60934N104	136,064.96	Federated Investors Government Obligations Fund	1.000	0.02%	136,064.96	0.00	136,064.96	0.00
Purchase	09/20/2020	60934N104	11,562.50	Federated Investors Government Obligations Fund	1.000	0.02%	11,562.50	0.00	11,562.50	0.00
Purchase	09/21/2020	60934N104	618.64	Federated Investors Government Obligations Fund	1.000	0.02%	618.64	0.00	618.64	0.00
Purchase	09/21/2020	60934N104	1,269.08	Federated Investors Government Obligations Fund	1.000	0.02%	1,269.08	0.00	1,269.08	0.00
Purchase	09/21/2020	60934N104	46,065.80	Federated Investors Government Obligations Fund	1.000	0.02%	46,065.80	0.00	46,065.80	0.00
Purchase	09/23/2020	58769EAC2	525,000.00	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	99.995	0.40%	524,973.38	0.00	524,973.38	0.00
Purchase	09/25/2020	3137EAEX3	2,065,000.00	FHLMC Note 0.375% Due 9/23/2025	99.699	0.44%	2,058,784.35	0.00	2,058,784.35	0.00
Purchase	09/25/2020	60934N104	2,711,545.36	Federated Investors Government Obligations Fund	1.000	0.02%	2,711,545.36	0.00	2,711,545.36	0.00
Purchase	09/25/2020	60934N104	7,184.25	Federated Investors Government Obligations Fund	1.000	0.02%	7,184.25	0.00	7,184.25	0.00

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	09/25/2020	60934N104	6,304.58	Federated Investors Government Obligations Fund	1.000	0.02%	6,304.58	0.00	6,304.58	0.00
Purchase	09/25/2020	60934N104	4,413.75	Federated Investors Government Obligations Fund	1.000	0.02%	4,413.75	0.00	4,413.75	0.00
Purchase	09/25/2020	60934N104	3,825.00	Federated Investors Government Obligations Fund	1.000	0.02%	3,825.00	0.00	3,825.00	0.00
Purchase	09/25/2020	60934N104	2,005.15	Federated Investors Government Obligations Fund	1.000	0.02%	2,005.15	0.00	2,005.15	0.00
Purchase	09/25/2020	60934N104	4,046.04	Federated Investors Government Obligations Fund	1.000	0.02%	4,046.04	0.00	4,046.04	0.00
Purchase	09/25/2020	60934N104	4,772.15	Federated Investors Government Obligations Fund	1.000	0.02%	4,772.15	0.00	4,772.15	0.00
Purchase	09/29/2020	43813KAC6	870,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	99.985	0.38%	869,872.20	0.00	869,872.20	0.00
Purchase	09/30/2020	60934N104	58,875.00	Federated Investors Government Obligations Fund	1.000	0.01%	58,875.00	0.00	58,875.00	0.00
Subtotal			6,847,512.18				6,841,142.11	0.00	6,841,142.11	0.00
Short Sale	09/23/2020	60934N104	-524,973.38	Federated Investors Government Obligations Fund	1.000		-524,973.38	0.00	-524,973.38	0.00
Short Sale	09/25/2020	60934N104	-2,058,784.35	Federated Investors Government Obligations Fund	1.000		-2,058,784.35	0.00	-2,058,784.35	0.00
Short Sale	09/29/2020	60934N104	-869,872.20	Federated Investors Government Obligations Fund	1.000		-869,872.20	0.00	-869,872.20	0.00
Subtotal			-3,453,629.93				-3,453,629.93	0.00	-3,453,629.93	0.00
TOTAL ACQUISITIONS			3,393,882.25				3,387,512.18	0.00	3,387,512.18	0.00
DISPOSITIONS										
Closing Purchase	09/23/2020	60934N104	-524,973.38	Federated Investors Government Obligations Fund	1.000		-524,973.38	0.00	-524,973.38	0.00

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Closing Purchase	09/25/2020	60934N104	-2,058,784.35	Federated Investors Government Obligations Fund	1.000		-2,058,784.35	0.00	-2,058,784.35	0.00
Closing Purchase	09/29/2020	60934N104	-869,872.20	Federated Investors Government Obligations Fund	1.000		-869,872.20	0.00	-869,872.20	0.00
Subtotal			-3,453,629.93				-3,453,629.93	0.00	-3,453,629.93	0.00
Sale	09/23/2020	60934N104	524,973.38	Federated Investors Government Obligations Fund	1.000	0.02%	524,973.38	0.00	524,973.38	0.00
Sale	09/25/2020	3130A7CV5	410,000.00	FHLB Note 1.375% Due 2/18/2021	100.502	1.46%	412,058.20	579.41	412,637.61	2,190.00
Sale	09/25/2020	3135G0J20	1,675,000.00	FNMA Note 1.375% Due 2/26/2021	100.530	1.46%	1,683,877.50	1,855.30	1,685,732.80	9,528.00
Sale	09/25/2020	60934N104	2,058,784.35	Federated Investors Government Obligations Fund	1.000	0.02%	2,058,784.35	0.00	2,058,784.35	0.00
Sale	09/25/2020	912828C57	600,000.00	US Treasury Note 2.25% Due 3/31/2021	101.102	2.58%	606,609.38	6,565.57	613,174.95	7,602.00
Sale	09/29/2020	60934N104	869,872.20	Federated Investors Government Obligations Fund	1.000	0.02%	869,872.20	0.00	869,872.20	0.00
Subtotal			6,138,629.93				6,156,175.01	9,000.28	6,165,175.29	19,321.00
Paydown	09/15/2020	43811BAC8	36,292.66	Honda Auto Receivables Trust 2017-2 A3 1.68% Due 8/16/2021	100.000		36,292.66	147.99	36,440.65	0.00
Paydown	09/15/2020	43813DAC2	0.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	100.000		0.00	358.75	358.75	0.00
Paydown	09/15/2020	43815NAC8	0.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	100.000		0.00	1,705.83	1,705.83	0.00
Paydown	09/15/2020	477870AC3	0.00	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	100.000		0.00	1,086.58	1,086.58	0.00
Paydown	09/15/2020	47787NAC3	0.00	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	100.000		0.00	300.33	300.33	0.00
Paydown	09/15/2020	47788BAD6	4,754.07	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	100.000		4,754.07	14.58	4,768.65	0.00

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Paydown	09/15/2020	47788CAC6	13,569.66	John Deere Owner Trust 2018-A A3 2.66% Due 4/18/2022	100.000		13,569.66	208.26	13,777.92	0.00
Paydown	09/15/2020	47788EAC2	42,797.57	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	100.000		42,797.57	1,517.33	44,314.90	0.00
Paydown	09/15/2020	47789JAD8	0.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	100.000		0.00	3,637.50	3,637.50	0.00
Paydown	09/15/2020	47789KAC7	0.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	100.000		0.00	792.92	792.92	0.00
Paydown	09/15/2020	58770FAC6	0.00	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	100.000		0.00	874.00	874.00	0.00
Paydown	09/15/2020	65479GAD1	60,515.80	Nissan Auto Receivables Trust 2018-B A3 3.06% Due 3/15/2023	100.000		60,515.80	2,192.54	62,708.34	0.00
Paydown	09/15/2020	65479JAD5	0.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	100.000		0.00	1,978.25	1,978.25	0.00
Paydown	09/15/2020	89238TAD5	132,401.51	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 9/15/2022	100.000		132,401.51	3,663.45	136,064.96	0.00
Paydown	09/21/2020	43815HAC1	44,819.77	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	100.000		44,819.77	1,246.03	46,065.80	0.00
Paydown	09/21/2020	92290BAA9	0.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	100.000		0.00	618.64	618.64	0.00
Paydown	09/21/2020	92348AAA3	0.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	100.000		0.00	1,269.08	1,269.08	0.00
Paydown	09/25/2020	3137B4WB8	0.00	FHLMC K033 A2Due 7/25/2023	100.000		0.00	3,825.00	3,825.00	0.00
Paydown	09/25/2020	3137B5JM6	0.00	FHLMC K034 A2 3.531% Due 7/25/2023	100.000		0.00	4,413.75	4,413.75	0.00

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Paydown	09/25/2020	3137B7MZ9	0.00	FHLMC K036 A2Due 10/25/2023	100.000		0.00	6,304.58	6,304.58	0.00
Paydown	09/25/2020	3137BDCC7	782.84	FHLMC K716 A2 3.13% Due 6/25/2021	100.000		782.84	1,222.31	2,005.15	0.00
Paydown	09/25/2020	3137BFDQ1	1,463.53	FHLMC K717 A2 2.991% Due 9/25/2021	100.000		1,463.53	2,582.51	4,046.04	0.00
Paydown	09/25/2020	3137BM6P6	0.00	FHLMC K721 A2Due 8/25/2022	100.000		0.00	7,184.25	7,184.25	0.00
Paydown	09/25/2020	3137BYPQ7	1,248.18	FHLMC K726 A2 2.905% Due 4/25/2024	100.000		1,248.18	3,523.97	4,772.15	0.00
Subtotal			338,645.59				338,645.59	50,668.43	389,314.02	0.00
TOTAL DISPOSITIONS			3,023,645.59				3,041,190.67	59,668.71	3,100,859.38	19,321.00
OTHER TRANSACTIONS										
Interest	09/01/2020	30231GAV4	1,160,000.00	Exxon Mobil Corp Callable Note Cont 2/1/2021 2.222% Due 3/1/2021	0.000		12,887.60	0.00	12,887.60	0.00
Interest	09/04/2020	24422ESL4	425,000.00	John Deere Capital Corp Note 2.8% Due 3/4/2021	0.000		5,950.00	0.00	5,950.00	0.00
Interest	09/05/2020	06051GHF9	1,900,000.00	Bank of America Corp Callable Note 1X 3/5/2023 3.55% Due 3/5/2024	0.000		33,725.00	0.00	33,725.00	0.00
Interest	09/06/2020	24422ETG4	780,000.00	John Deere Capital Corp Note 2.8% Due 3/6/2023	0.000		10,920.00	0.00	10,920.00	0.00
Interest	09/08/2020	3130AB3H7	1,400,000.00	FHLB Note 2.375% Due 3/8/2024	0.000		16,625.00	0.00	16,625.00	0.00
Interest	09/08/2020	44932HAC7	1,050,000.00	IBM Credit Corp Note 2.2% Due 9/8/2022	0.000		11,550.00	0.00	11,550.00	0.00
Interest	09/11/2020	89114QCB2	1,900,000.00	Toronto Dominion Bank Note 3.25% Due 3/11/2024	0.000		30,875.00	0.00	30,875.00	0.00

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
OTHER TRANSACTIONS										
Interest	09/13/2020	3130A2UW4	3,000,000.00	FHLB Note 2.875% Due 9/13/2024	0.000		43,125.00	0.00	43,125.00	0.00
Interest	09/14/2020	3130A4CH3	2,750,000.00	FHLB Note 2.375% Due 3/14/2025	0.000		32,656.25	0.00	32,656.25	0.00
Interest	09/14/2020	4581X0CZ9	850,000.00	Inter-American Dev Bank Note 1.75% Due 9/14/2022	0.000		7,437.50	0.00	7,437.50	0.00
Interest	09/15/2020	68389XBK0	1,100,000.00	Oracle Corp Callable Note Cont 8/15/2021 1.9% Due 9/15/2021	0.000		10,450.00	0.00	10,450.00	0.00
Interest	09/20/2020	17275RBJ0	1,250,000.00	Cisco Systems Callable Note Cont 8/20/2021 1.85% Due 9/20/2021	0.000		11,562.50	0.00	11,562.50	0.00
Interest	09/30/2020	912828F21	2,200,000.00	US Treasury Note 2.125% Due 9/30/2021	0.000		23,375.00	0.00	23,375.00	0.00
Interest	09/30/2020	912828L57	1,750,000.00	US Treasury Note 1.75% Due 9/30/2022	0.000		15,312.50	0.00	15,312.50	0.00
Interest	09/30/2020	912828Q37	1,700,000.00	US Treasury Note 1.25% Due 3/31/2021	0.000		10,625.00	0.00	10,625.00	0.00
Interest	09/30/2020	912828T34	1,700,000.00	US Treasury Note 1.125% Due 9/30/2021	0.000		9,562.50	0.00	9,562.50	0.00
Subtotal			24,915,000.00				286,638.85	0.00	286,638.85	0.00
Dividend	09/01/2020	60934N104	157,769.31	Federated Investors Government Obligations Fund	0.000		13.95	0.00	13.95	0.00
Subtotal			157,769.31				13.95	0.00	13.95	0.00
TOTAL OTHER TRANSACTIONS			25,072,769.31				286,652.80	0.00	286,652.80	0.00

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OCTOBER 2020



Market Data

World Stock Market Indices
data as of 9/30/2020

	Change (8/31/20)	%CHG
S&P 500	3,363.00 -137.31	-3.92%
NASDAQ	11,167.51 -607.95	-5.16%
DOW JONES	27,781.70 -648.35	-2.28%
FTSE (UK)	5,866.10 -97.47	-1.63%
DAX (Germany)	12,760.73 -184.65	-1.43%
Hang Seng (Hong Kong)	23,459.05 -1,718.00	-6.82%
Nikkei (Japan)	23,185.12 45.36	0.20%

Source: Bloomberg. Please see descriptions of indices on Page 2.

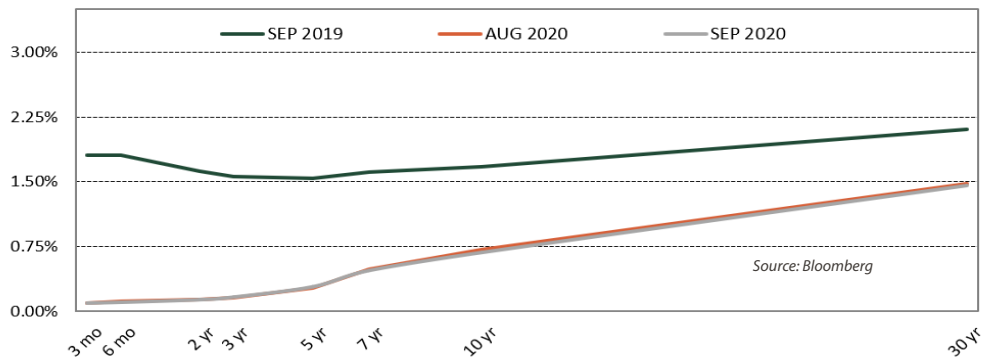
Market Summary

US equities experienced a moderate selloff in September (with the S&P 500 index down 3.9% month-over-month) and investment grade corporate credit spreads widened modestly (based on the ICE BofA US Corporate Index). In our view, the recent repricing of risk assets has been rational and consistent with the evolving economic and political backdrop. The economy has improved significantly from the depths of the pandemic crisis earlier this year, but the recovery is losing steam. We continue to believe the outlook for the economy hinges largely on the course of the pandemic, the timing and amount of additional fiscal relief, and the timeline for a vaccine. While we remain optimistic about the progress toward a vaccine, we are seeing a resurgence of the virus in some locations and negotiations in Congress over a Phase 4 fiscal relief package remain at a stalemate. While we have a high degree of confidence that another round of fiscal stimulus will ultimately be passed, the timeline has been pushed out and the chances of getting something done before the November election have dimmed. This may not bode well for the fourth quarter and we anticipate near-term economic data may soften. We believe financial markets are potentially poised for increased volatility through year-end.

The Federal Open Market Committee (FOMC) kept monetary policy unchanged in September with the fed funds target rate in a range of 0.0% to 0.25%. Monetary policy remains highly accommodative and policymakers remain dovish. The Fed's balance sheet has grown to over \$7.5 trillion from about \$4.2 trillion prior to the pandemic, and the Fed has indicated it will continue to use its balance sheet to support smooth financial market functioning, as needed. In the September policy statement, the FOMC noted that inflation continues to run below its 2.0% target, as weaker demand and lower oil prices are holding down consumer prices. Longer-term, the FOMC will allow inflation to run above 2.0% for some period of time before it looks to tighten policy, which implies the fed funds target rate will remain anchored near zero for years. The Fed's summary of economic projections signals that the target fed funds rate will remain unchanged through at least 2023.

The Treasury yield curve was little changed in September on a month-over-month basis, following moderate curve steepening in August. In the first week of October, the yield curve has steepened further, driven by an increase in longer-dated Treasury yields.

TREASURY YIELDS ARE LOW BUT THE CURVE HAS RECENTLY STEEPENED



At September month-end, Treasury yields were much lower on a year-over-year basis. The 3-month T-bill yield was down 172 basis points, the 2-year Treasury yield was down 150 basis points, and the 10-Year Treasury yield was down 98 basis points, year-over-year. Yields declined precipitously in March 2020, with the Fed cutting rates by a total of 150 basis points and a flight to safe-haven assets driving down yields across the curve. The Fed has signaled plans to keep the front end of the Treasury yield curve anchored near zero for at least the next few years. In the past few months, the Treasury yield curve has steepened, which we believe has been driven by a flood of new issuance as well as rising inflation expectations.

TREASURY YIELDS	Trend (▲/▼)	9/30/2020	8/31/2020	Change
3-Month	-	0.09	0.09	0.00
2-Year	-	0.13	0.13	0.00
3-Year	▲	0.16	0.15	0.01
5-Year	▲	0.28	0.27	0.01
7-Year	▼	0.47	0.49	-0.02
10-Year	▼	0.68	0.71	-0.03
30-Year	▼	1.46	1.48	-0.02

Source: Bloomberg

Since 1988, Chandler Asset Management has specialized in providing fixed income investment solutions that manage risk for public agencies and institutions. Chandler's mission is to provide fully customizable, client-centered portfolio management that preserves principal, mitigates risk and generates income in our clients' portfolios.

Credit Spreads Widened Modestly in September

CREDIT SPREADS	Spread to Treasuries (%)	One Month Ago (%)	Change
3-month top rated commercial paper	0.01	0.02	(0.01)
2-year A rated corporate note	0.30	0.25	0.05
5-year A rated corporate note	0.58	0.54	0.04
5-year Agency note	0.13	0.16	(0.03)

Source: Bloomberg

Data as of 9/30/2020

Economic Recovery Continues But Is Losing Steam

ECONOMIC INDICATOR	Current Release	Prior Release	One Year Ago
Trade Balance	(67.10) \$Bln AUG 20	(63.40) \$Bln JUL 20	(50.80) \$Bln AUG 19
Gross Domestic Product	(31.40%) JUN 20	(5.00%) MAR 20	1.50% JUN 19
Unemployment Rate	7.90% SEP 20	8.40% AUG 20	3.50% SEP 19
Prime Rate	3.25% SEP 20	3.25% AUG 20	5.00% SEP 19
Commodity Research Bureau Index	148.51 SEP 20	153.21 AUG 20	173.94 SEP 19
Oil (West Texas Int.)	\$40.22 SEP 20	\$42.61 AUG 20	\$54.07 SEP 19
Consumer Price Index (y/o/y)	1.30% AUG 20	1.00% JUL 20	1.70% AUG 19
Producer Price Index (y/o/y)	(1.50%) AUG 20	(1.80%) JUL 20	0.30% AUG 19
Dollar/Euro	1.17 SEP 20	1.19 AUG 20	1.09 SEP 19

Source: Bloomberg

Economic Roundup

Consumer Prices

The Consumer Price Index (CPI) was up 1.3% year-over-year in August, versus up 1.0% in July. Core CPI (CPI less food and energy) was up 1.7% year-over-year in August, versus up 1.6% in July. The Personal Consumption Expenditures (PCE) index was up 1.4% year-over-year in August, versus up 1.1% year-over-year in July. Core PCE, which is the Fed's primary inflation gauge, was up 1.6% year-over-year in August, versus up 1.4% year-over-year in July. Pricing pressures are increasing but remain below the Fed's inflation target.

Retail Sales

Retail sales were softer than expected in August and sales for July were revised down. On a year-over-year basis, retail sales were up 2.6% in August, versus up 2.4% in July. On a month-over-month basis, retail sales were up just 0.6% in August, following a 0.9% increase in July. Control group retail sales fell 0.2% in August, well below expectations for a 0.5% increase.

Labor Market

U.S. nonfarm payrolls were lower than expected, up 661,000 in September versus expectations of 859,000. The unemployment rate declined to 7.9% in September from 8.4% in August. The decline in the unemployment rate was better than expected, however, it was partially driven by a decline in the labor participation rate to 61.4% in September from 61.7% in August. The labor participation rate improved modestly after plunging to 60.2% in April, but remain near the lowest levels since the 1970's. Nearly 4.5 million people have dropped out of the labor force since January, and 12.6 million people in the labor force were unemployed in September, according to the U.S. Bureau of Labor Statistics household survey. Workers who classified themselves as employed but absent from work in the September survey understated the unemployment rate by about 0.4%. The U-6 underemployment rate, which includes those who are marginally attached to the labor force and employed part time for economic reasons, remained high but eased to 12.8% in September from 14.2% in August.

Housing Starts

Total housing starts fell 5.1% in August to an annual pace of 1,416,000. Single family starts rose 4.1% to an annualized rate of 1,021,000, while multi-family starts declined 22.7% to an annualized rate of 395,000. On a year-over-year basis, total housing starts were up 2.8% in August.

World Stock Market Index Descriptions

S&P 500—The S&P 500 is a market value weighted index of 500 large-capitalization stocks. The 500 companies included in the index capture approximately 80% of available US market capitalization. NASDAQ—The NASDAQ Composite Index is the market capitalization-weighted index of over 3,300 common stocks listed on the NASDAQ stock exchange. Dow Jones—The Dow Jones Industrial Average is an index that tracks 30 large, publicly-owned companies trading on the New York Stock Exchange and the NASDAQ. The Financial Times Stock Exchange Group (FTSE)—The FTSE is a share index of the 100 companies listed on the London Stock Exchange with the highest market capitalization. DAX—The Deutscher Aktienindex (DAX) is a blue chip stock market index consisting of the 30 major German companies trading on the Frankfurt Stock Exchange. Hang Seng—The Hang Seng Index is a freefloat-adjusted market-capitalization weighted stock market index in Hong Kong. It is used to record and monitor daily changes of the largest companies of the Hong Kong stock market and is the main indicator of overall market performance in Hong Kong. Nikkei—Japan Nikkei 225 Stock Average is a price-weighted index composed of Japan's top 225 blue-chip companies traded on the Tokyo Stock Exchange.

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Data source: Bloomberg and the U.S. Department of Labor. This report is provided for informational purposes only and should not be construed as specific investment or legal advice. The information contained herein was obtained from sources believed to be reliable as of the date of publication, but may become outdated or superseded at any time without notice. Any opinions or views expressed are based on current market conditions and are subject to change. This report may contain forecasts and forward-looking statements which are inherently limited and should not be relied upon as an indicator of future results. Past performance is not indicative of future results. This report is not intended to constitute an offer, solicitation, recommendation or advice regarding any securities or investment strategy and should not be regarded by recipients as a substitute for the exercise of their own judgment. Fixed income investments are subject to interest, credit, and market risk. Interest rate risk: the value of fixed income investments will decline as interest rates rise. Credit risk: the possibility that the borrower may not be able to repay interest and principal. Low rated bonds generally have to pay higher interest rates to attract investors willing to take on greater risk. Market risk: the bond market in general could decline due to economic conditions, especially during periods of rising interest rates.



Report to City Council

TO: Mayor and City Council

FROM: Marshall Eyerman, Assistant City Manager
Angelica Davis, Purchasing & Facilities Division Manager

AGENDA DATE: November 17, 2020

TITLE: AUTHORIZE AMENDMENT TO AGREEMENT WITH
MERCHANTS BUILDING MAINTENANCE

RECOMMENDED ACTION

Recommendation:

1. Approve the Second Amendment to Agreement for On-Site and/or Professional Services with Merchants Building Maintenance, to increase the contract value due to increases in services resulting from the COVID-19 pandemic.
2. Authorize the City Manager to execute the Second Amendment to Agreement for On-Site and/or Professional Services with Merchants Building Maintenance, subject to the approval of the City Attorney.
3. Authorize the City Manager to execute subsequent extensions or amendments to the Agreement, including the authority to authorize associated purchase orders in accordance with the terms of the Agreement, subject to the approval of the City Attorney and the approved budget by City Council.

SUMMARY

This report recommends approval of the Second Amendment to Agreement with Merchants Building Maintenance to increase the contract by \$250,000 for citywide janitorial services over the term of the Agreement. These additional costs are primarily the result of increases due to additional cleanings and disinfection services related to the COVID-19 pandemic.

DISCUSSION

The City of Moreno Valley solicited proposals for professional janitorial services in May 2019, receiving 10 responses. After careful evaluation of the proposals using the established criteria, Merchants Building Maintenance, was the highest scored vendor due to their depth of resources and considered the best value for the City. City Council authorized the award of a contract to Merchants on June 18, 2019. A five-year agreement with Merchants Building Maintenance was executed on July 1, 2019 to provide citywide janitorial services for an amount not to exceed \$2,359,720.15, which consisted of an annual cost of \$471,944.03 for routine services and special event cleanings, including estimated cost of living and wage increases over the term of the agreement. Staff completed the first Amendment to the Agreement for a 10 percent reduction to the contract pricing and a one-year extension to the agreement.

As the City has responded to the COVID-19 pandemic, there has been a need to increase janitorial services, including the addition of day porter services at City Hall, the Emergency Operations Center, the Economic Resource Center, the Public Safety Building, the Emergency Operations Center, the Senior Center and other facilities as needed. Day porters clean high touch surfaces including, tables, doorknobs, light switches, countertops, handles, toilets, faucets, sinks, etc., utilizing disinfectant listed on EPA's List N: Disinfectants for Coronavirus (COVID-19). The City has also performed several cleanings in response to possible exposures as a proactive measure to reduce the opportunity for transmission amongst City staff, in accordance with CDC guidelines. Staff is recommending to increase the agreement with Merchants Building Maintenance by \$250,000 for a new not to exceed agreement of \$2,609,720.15 to cover expenses incurred as well as allow the City to continue the additional services as long as needed. The above amount is an estimate based on the amount already expensed since March and estimating future needs for services, which may need to be increased as City Facilities reopen in the future.

ALTERNATIVES

1. Approve the Second Amendment of the On-Site and/or Professional Services Agreement with Merchants Building Maintenance for citywide janitorial services in an effort to maintain a healthy and safe work environment. This alternative is recommended by staff.
2. Do not approve the Second Amendment of On-Site and/or Professional Services Agreement with Merchants Building Maintenance, however the City will not be able to continue the additional cleaning and disinfection services which are needed to maintain a healthy and safe work environment. This alternative is not recommended by staff.

FISCAL IMPACT

Current janitorial services cost is covered within the City's amended budget for FY 2020/21. Additional funding, including CDBG Cares Act funds and FEMA grants will be sought to offset a portion or all of these expenses.

Description	Fund	GL Account No.	Type (Rev/Exp)	FY 20/21 Budget	FY 20/21 Proposed Amendment	FY 20/21 Amended Budget
Technical Svc - Janitorial	Gen. Fund	1010-XX-XX-XXXXX-620710	Exp	\$15,660	\$30,000	\$45,660
Technical Svc - Janitorial	Zone A	5011-50-58-35XXX-620710	Exp	\$3,100	\$20,000	\$23,100
Technical Svc - Janitorial	Facilities Maintenance	7310-70-40-184XX-620710	Exp	\$417,213	\$200,000	\$617,213

NOTIFICATION

Publication of agenda.

PREPARATION OF STAFF REPORT

Prepared By:
 Angelic Davis
 Purchasing & Sustainability Division Manager

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

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 1.1: Proactively attract high-quality businesses.

Objective 1.2: Market all the opportunities for quality industrial development in Moreno Valley by promoting all high-profile industrial and business projects that set the City apart from others.

Objective 1.5: Showcase Moreno Valley's unique assets.

ATTACHMENTS

- 1. Merchants 2nd Amendment

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	11/09/20 10:10 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	11/09/20 11:03 AM

**SECOND AMENDMENT TO AGREEMENT
FOR INDEPENDENT CONTRACTOR SERVICES**

The Second Amendment to Agreement is by and between the CITY OF MORENO VALLEY, a municipal corporation, hereinafter referred to as "City," and Merchants Building Maintenance, LLC, hereinafter referred to as "Contractor." This Second Amendment to the Agreement is made and entered into effective on the date the City signs this Amendment.

RECITALS:

Whereas, the City and Contractor entered into an Agreement entitled "AGREEMENT FOR ON-SITE AND/OR PROFESSIONAL SERVICES," hereinafter referred to as "Agreement," dated July 1, 2019.

Whereas, the Contractor is providing professional janitorial cleaning contracting services at various City of Moreno Valley facilities.

Whereas, it is desirable to amend the Agreement to add \$250,000 to the Contractor's current \$2,359,720.15 compensation for a total of \$2,609,720.15 for the remainder of the contract.

SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:

1.1 This Agreement will expire on June 30, 2025, unless the termination date is extended by an Amendment to the Agreement or terminated pursuant to Section O of the Agreement.

1.2 Exhibit C of this agreement shall be amended to include the following: The Contractor's current \$2,359,720.15 compensation shall be amended to a new not to exceed total of \$2,609,720.15.

SECTION 2

2.1 Except as otherwise specifically provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

SECOND AMENDMENT TO AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES

SIGNATURE PAGE TO FOLLOW

Attachment: Merchants 2nd Amendment [Revision 1] (4176 : AUTHORIZE AMENDMENT TO AGREEMENT WITH MERCHANTS BUILDING

SECOND AMENDMENT TO AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES

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

City of Moreno Valley

Merchant's Building Maintenance, LLC

By: _____

Mike Lee
City Manager

By: _____

Angel Meza
Regional Vice President

Date: _____

Date: _____

<p><u>INTERNAL USE ONLY</u></p> <p>APPROVED AS TO FORM:</p> <p>_____</p> <p style="text-align: center;">City Attorney</p> <p>_____</p> <p style="text-align: center;">Date</p> <p>RECOMMENDED FOR APPROVAL:</p> <p>_____</p> <p style="text-align: center;">Department Head</p> <p>_____</p> <p style="text-align: center;">Date</p>
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Attachment: Merchants 2nd Amendment [Revision 1] (4176 : AUTHORIZE AMENDMENT TO AGREEMENT WITH MERCHANTS BUILDING



Report to City Council

TO: Mayor and City Council

FROM: Marshall Eyerman, Assistant City Manager

AGENDA DATE: November 17, 2020

TITLE: APPROVE AN AMENDMENT TO THE LOAN AGREEMENT WITH FAMILY SERVICE ASSOCIATION TO PROVIDE SHORT TERM GAP FINANCING TO ACCELERATE THE DEVELOPMENT OF A LOW-INCOME CHILD CARE FACILITY

RECOMMENDED ACTION

Recommendation:

1. Approve amending the Family Service Association Loan Agreement maturity date from December 31, 2020 to June 30, 2021.
2. Authorize the City Manager to execute the amended Loan Agreement.

SUMMARY

The City entered into a Loan Agreement with Family Service Association (FSA) to provide short-term gap financing to accelerate the development of a childcare facility located on Ironwood Avenue to serve an additional 135 families with high quality, affordable childcare. The original maturity date of the Loan Agreement is December 31, 2020. Due to construction delays related to the COVID pandemic, FSA has requested a revised maturity date of June 30, 2021. There are no other amendments to the Loan Agreement.

This item was reviewed at the October 27, 2020 Finance Sub Committee.

DISCUSSION

On January 21, 2020, Council approved a Loan Agreement with FSA to provide short-term gap financing to assist in the development of a childcare facility located on Ironwood Avenue to serve an additional 135 families with high quality, affordable

childcare and create an additional 22 jobs in Moreno Valley with good pay and benefits. When the Ironwood facility is completed and operating, FSA will be able to bring an additional \$1.8 million in federal and state funding for childcare to benefit City families, bringing the total annual amount to \$5.6 million annually in support of Moreno Valley families.

The original maturity date of the Loan Agreement is December 31, 2020. Due to project delays related to the COVID pandemic, FSA has requested a revised maturity date of June 30, 2021. There are no other amendments to the Loan Agreement.

ALTERNATIVES

1. Approve the amended maturity date of the Loan Agreement with FSA to develop low-income childcare facilities and the recommended actions as set forth in this staff report. *Staff recommends this alternative as the requested amended loan agreement would provide much needed service to support low-income households and childcare services within the community.*
2. Do not approve the amended maturity date of the Loan Agreement with FSA to develop low-income childcare facilities and do not approve the recommended actions as set forth in this staff report. *Staff does not recommend this alternative as this would not help to provide much need service to support low-income households and childcare services within the community.*

FISCAL IMPACT

The Loan Agreement was funded in July 2020 through the short-term use of General Fund reserves. As these funds are typically invested within the Local Agency Investment Fund (LAIF) through the California State Controller, the loan repayment includes interest expenses greater than LAIF rates to assure the City does not forego any potential interest earnings.

The loan amount of \$500,000 from the General Fund will be designated as non-spendable until repaid. The Loan Agreement reflects an amended maturity date of June 30, 2021.

NOTIFICATION

Posting of the agenda as required by 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 Treasurer

CITY COUNCIL GOALS

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

CITY COUNCIL STRATEGIC PRIORITIES

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

ATTACHMENTS

- 1. Loan Agreement_Fully Executed
- 2. First Amendment_FSA

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	11/02/20 6:43 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	11/02/20 8:52 AM

LOAN AGREEMENT

THIS LOAN AGREEMENT (the "Agreement") is made as of July 1, 2020 (the "Date of Agreement") by and between FAMILY SERVICE ASSOCIATION, a California non-profit corporation ("Borrower" or "Trustor") and the CITY OF MORENO VALLEY, a municipal corporation (the "City" or "Beneficiary").

R E C I T A L S

A. Borrower is a non-profit corporation which operates child care services within the corporate limits of City at 24693 Ironwood Avenue, Moreno Valley (the "FSA MV Site"). Borrower has been engaged in the process of making improvements to the building located at the FSA MV Site (the "FSA MV Building"). Borrower has become informed that additional improvements will be required to be made to the FSA MV Building in order for the building to be compliance with ADA requirements. Effecting the needed improvements to the FSA MV Building has limited in the short term the ability of Borrower to obtain grants which are typically made available to Borrower from sources other than City associated with the operations of Borrower. Borrower is also the owner of property located at 5317 Mission Boulevard, Jurupa Valley, California (the "FSA Jurupa Valley Property"). Borrower has asked that City provide a loan (the "City Loan") in the original principal amount of Five Hundred Thousand Dollars (\$500,000.00) (the "City Loan Amount") to be repaid on or before December 31, 2020 (the "Maturity Date"), with the loan to accrue interest at the rate of three percent (3%) simple per annum. Borrower anticipates that it will have sufficient funds on hand to fully repay in full the City Loan on or before the Maturity Date.

B. Borrower agrees to provide as real property security for repayment of the City Loan a deed of trust against the FSA MV Site and a deed of trust against the FSA Jurupa Valley Property. Borrower agrees and acknowledges that the premium for title insurance as well as recording costs will be added to the amount otherwise payable under the City Loan, and shall be repaid by Borrower as part of the City Loan.

NOW, THEREFORE, the parties agree as follows:

1. City Loan. Within ten (10) days after the Date of Agreement, Borrower shall execute and deliver to City (or, if City so informs Borrower, an escrow holder designated by City under Section 3 of this Agreement) each of the following: (i) a promissory note by Borrower payable to City in the original principal amount of Five Hundred Thousand Dollars (\$500,000.00) (the "City Loan Amount") in the form of Attachment No. 1 hereto (the "City Note"); (ii) a deed of trust securing repayment of the City Note, which deed of trust shall be in the form of Attachment No. 2 hereto and shall encumber the FSA MV Site (the "City Deed of Trust"); and (iii) a deed of trust providing additional security for repayment of the City Note, which deed of trust shall be in the form of Attachment No. 3 and shall encumber the FSA Jurupa Valley Property (the "Additional City Deed of Trust"). City designates its City Manager to administer this Agreement on behalf of City; whenever reference is made herein to City Manager, such reference shall be deemed to refer to the City Manager of the City and his or her designees.

2. Representations and Warranties by Borrower. Borrower represents and warrants to City as follows:

- (a) Each of the statements contained in the Recitals hereof is true and correct;
- (b) Borrower has had an opportunity to have this Agreement reviewed by legal counsel of its choosing prior to execution of this Agreement by Borrower; and
- (c) The person or persons executing this Agreement, the City Note, the City Deed of Trust, and the Additional City Deed of Trust on behalf of Borrower have authority to bind and act on behalf of Borrower.

Borrower agrees and acknowledges that City is entering into this Agreement in reliance upon the representations and warranties of Borrower as contained in this Section 2 and that but for such representations and warranties, City would not enter into this Agreement.

3. Escrow; Title Insurance. City and Borrower will endeavor to implement the origination of the City Loan, the delivery of the City Note, and the recording of the City Deed of Trust and the Additional City Deed of Trust without necessity of use of an escrow. Accordingly, Borrower shall, within one (1) working day of the Date of Agreement, cause Ticor Title Company of California, Irvine office, or another mutually acceptable title insurer (the "Title Insurer") to deliver to City a preliminary title report as to each of the FSA MV Site and the FSA Jurupa Valley Property (the "Preliminary Title Reports"); the provision of the Preliminary Title Reports is a condition of closing for the benefit of City and may be waived by City at the City Manager's sole and absolute discretion. Promptly upon receipt, City shall evaluate the Preliminary Title Reports for the purpose of determining whether, as title is presently situated, the recording of the City Deed of Trust and the Additional City Deed of Trust will, in the judgment of the City Manager, afford the City adequate security as to the City Loan. Ticor Title Borrower shall, within three (3) working days of the Date of Agreement, deliver to City each of the City Note, the City Deed of Trust, and the City Additional Deed of Trust executed by Borrower with signatures notarized as to each of the City Deed of Trust and the City Additional Deed of Trust. City will advise Borrower as to whether the condition of title as described in the Preliminary Title Reports is acceptable to City. In addition, Borrower will arrange for the Title Insurer to deliver to City a reasonable time following the recording of the City Deed of Trust and the Additional City Deed of Trust an ALTA lender's policy of title insurance (as to each such property) ensuring the beneficial interest of City under each of the City Deed of Trust and the Additional City Deed of Trust. The cost of the premium for such title insurance policies shall be added to the amount repayable under the City Note.

Following the receipt of a commitment by the Title Insurer that it will deliver to City ALTA lender's policies of title insurance acceptable to the City Manager, but not earlier than one (1) business day after the recording among the official land records of the County Recorder of the County of Riverside of each of the City Deed of Trust and the Additional City Deed of Trust and receipt of the fully executed City Note, City shall disburse to Borrower the original principal amount of the City Loan. The disbursement of such funds is a matter with which the Title Insurer need not be concerned.

In the event Borrower determines that it is necessary to utilize an escrow in connection with this transaction, Borrower will cause the opening of an escrow with Ticor Title Company of California, Irvine office or another mutually acceptable escrow holder (in such capacity, "Escrow Holder") to act as escrow holder for purposes of implementing Sections 1 and 3 of this Agreement. City will thereupon

prepare escrow instructions to implement this Section 3. If an escrow is utilized, all recording costs, escrow fees, and charges shall be borne by Borrower by adding such amounts to those amounts due and payable under the City Note.

4. Due on Sale, Transfer or Refinancing. Borrower agrees to notify the City not less than thirty (30) days prior to (i) the sale or transfer of the FSA MV Site or the FSA Jurupa Valley Property, or (ii) any refinancing of any lien on the FSA MV Site or the FSA Jurupa Valley Property. The City Loan and all interest accrued thereon shall be due and payable upon (i) such sale or transfer, (ii) the refinancing of any lien against the FSA MV Site or the FSA Jurupa Valley Property, or (iii) Borrower is in default of any obligation pursuant to this Agreement.

5. Indemnification. The Borrower shall defend, indemnify and hold harmless the City and its officers, agents, employees, representatives and volunteers from and against any loss, liability, claim or judgment relating in any manner to the FSA MV Site, the FSA Jurupa Valley Property, or this Agreement. The Borrower shall remain fully obligated for the payment of property taxes and assessments related to the FSA MV Site and the FSA Jurupa Valley Property.

6. Time of the Essence. Time is of the essence hereof.

7. Defaults. Failure or delay by either party to perform any term or provision of this Agreement which is not cured within thirty (30) days after receipt of notice from the other party constitutes a default under this Agreement; provided, however, if such default is of the nature requiring more than thirty (30) days to cure, the defaulting party shall avoid default hereunder by commencing to cure within such thirty (30) day period and thereafter diligently pursuing such cure to completion. The party who so fails or delays must immediately commence to cure, correct, or remedy such failure or delay, and shall complete such cure, correction or remedy with diligence.

The injured party shall give written notice of default to the party in default, specifying the default complained of by the injured party. Except as required to protect against further damages, the injured party may not institute proceedings against the party in default until thirty (30) days after giving such notice. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default.

8. Remedies. City shall be entitled to all legal and equitable remedies available under the law upon the default of the terms of this Agreement by Borrower.

9. Non Waiver. Failure to exercise any right City may have or be entitled to, in the event of default hereunder, shall not constitute a waiver of such right or any other right in the event of a subsequent default.

10. Further Assurances. The Borrower shall execute any further documents consistent with the terms of this Agreement, including documents in recordable form, as the City shall from time to time find necessary or appropriate to effectuate its purposes in entering into this Agreement.

11. Governing Law. The Borrower hereby agrees to comply with all ordinances, rules, and regulations of City. Nothing in this Agreement is intended to be, nor shall it be deemed to be, a waiver of any City ordinance, rule, or regulation. This Agreement shall be governed by the laws of the State of California. Any legal action brought under this Agreement must be instituted in the Superior Court of the County of Riverside, State of California.

Attachment: Loan Agreement_Fully Executed (4169 : APPROVE AN AMENDMENT TO THE LOAN AGREEMENT WITH FAMILY SERVICE

12. Amendment of Agreement. No modification, rescission, waiver, release or amendment of any provision of this Agreement shall be made except by a written agreement executed by the Borrower and City.

13. City May Assign. City may, at its option, assign its right to receive repayment of the loan proceeds without obtaining the consent of the Borrower.

14. Borrower Assignment Prohibited. In no event shall Borrower assign or transfer any portion of this Agreement without the prior express written consent of the City, which consent may be given or withheld in the City’s sole discretion. No assumption of the loan made by City as evidenced by the City Note, or the loan evidenced by the City Note, shall be permitted at any time. This Section 14 shall not prohibit the City’s right to assign all or any portion of its rights to the loan proceeds hereunder. Any loan made by City to Borrower shall not be assumable.

15. Relationship of Borrower and City. The relationship of Borrower and City pursuant to this Agreement is that of debtor and creditor and shall not be, or be construed to be a joint venture, equity venture, partnership, or other relationship.

16. Notices. Any notices, requests or approvals given under this Agreement from one party to another may be personally delivered or deposited with the United States Postal Service for mailing, postage prepaid, registered or certified mail, return receipt requested to the following address:

To Borrower: Family Service Association
21250 Box Springs Road
Moreno Valley, California 92257

To City: City of Moreno Valley
14177 Frederick Street
Moreno Valley, California 92252
Attention: City Manager

17. Attorneys’ Fees and Costs. Should either of the parties to this Agreement incur attorneys’ fees in seeking the enforcement of this Agreement, whether or not a final court judgment is entered, the prevailing party shall be entitled to reimbursement of its reasonable attorneys’ fees and litigation costs, including without limitation expert witness fees, by the other party.

18. No Third Party Beneficiaries. There shall be no third party beneficiaries of this Agreement.

19. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental thereto, and supersedes all prior negotiations, discussions and previous agreements between the City and the Borrower concerning all or any part of the subject matter of this Agreement.

Attachment: Loan Agreement_Fully Executed (4169 : APPROVE AN AMENDMENT TO THE LOAN AGREEMENT WITH FAMILY SERVICE

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Date of Agreement as set forth above.


“BORROWER”

By: 
Family Service Association
A California non-profit corporation

“CITY”

CITY OF MORENO VALLEY, a municipal corporation

By: 
Mike Lee
Its: Interim City Manager

APPROVED AS TO FORM
DATE 6-23-20
BY 
CITY ATTORNEY
CITY OF MORENO VALLEY

Attachment: Loan Agreement_Fully Executed (4169 : APPROVE AN AMENDMENT TO THE LOAN AGREEMENT WITH FAMILY SERVICE

ATTACHMENT NO. 1

CITY NOTE

(PROMISSORY NOTE SECURED BY DEED OF TRUST)

\$500,000.00 (“City Loan Principal Amount”)

Moreno Valley, California

July 1, 2020 (“New City Loan Date”)

Property Address: 24693 Ironwood Avenue, Moreno Valley, California, and 5317 Mission Boulevard, Jurupa Valley, California (collectively, the “Property”)

<u>Moreno Valley, California</u>	<u>92551</u>
City	State Zip Code

FOR VALUE RECEIVED, the undersigned (“Maker”) promises to pay to the City of Moreno Valley (“Holder” or “City”) at 14177 Frederick Street, Moreno Valley, California 92552-0805, or at such other address as Holder may direct from time to time in writing, the sums specified in the terms and provisions of this Promissory Note as the “City Note Amount”.

1. Loan Agreement. This City Note (this “City Note”) is made and delivered pursuant to and in implementation of the Loan Agreement entered by and between the Holder and the Maker dated as of July 1, 2020 (“Agreement”), a copy of which is on file as a public record with the Holder. The Agreement is incorporated herein by this reference. The sums due and payable pursuant to the terms and provisions of this City Note consist of the amount of Five Hundred Thousand Dollars (\$500,000.00), together without interest thereon (collectively, the “City Note Amount”) as set forth in Section 2 below.

2. Interest Rate. The Senior Loan Amount shall bear interest at the rate of three percent (3.00%) simple per annum from July 1, 2020 (the “Initial Date”) until December 31, 2020 (the “Maturity Date”); provided that if an event of default or an event of acceleration occurs as set forth in the Agreement, interest shall commence to accrue at the rate equal to the lesser of (aa) ten percent (10%) simple per annum or (bb) the highest rate of interest that may be charged by a redevelopment or successor agency. In addition, Maker shall include as additions to the original principal amount hereof all costs, premiums, and charges incurred by City in connection with the Agreement as more fully referenced therein.

3. Payment; Time of Payment. The City Note Amount, in its entirety and including interest, shall be paid by Maker to City on or before the Maturity Date unless such amounts become due and payable sooner because of acceleration, in which case they shall be due and payable in full on the date of such acceleration.

4. Acceleration. The whole of the City Note Amount shall become due and be immediately payable to the Holder by the Maker upon the occurrence of the sale or transfer of the Property or any portion thereof.

5. Security for City Note. This City Note shall be secured by two deeds of trust, one encumbering the property located at 24693 Ironwood Avenue, Moreno Valley, California (the “City

Attachment: Loan Agreement_Fully Executed (4169 : APPROVE AN AMENDMENT TO THE LOAN AGREEMENT WITH FAMILY SERVICE

Deed of Trust”) and the other encumbering that property located at 5317 Mission Boulevard, Jurupa Valley, California (the “Additional City Deed of Trust”), executed by Maker, as trustor, in favor of Holder, as beneficiary.

6. Prepayment of City Note. Maker may prepay this City Note to Holder prior to the Maturity Date, provided that any prepayment must be in full and not in part.

7. Holder May Assign. Holder may, at its option, assign this City Note or its right to receive payment under this City Note without necessity of obtaining the consent of the Maker.

8. Maker Assignment Prohibited. In no event shall Maker assign or transfer any portion of this City Note and/or the Agreement without the prior express written consent of the Holder.

9. Attorneys’ Fees and Costs. In the event that any action is instituted to enforce payment under this City Note, the parties agree the non-prevailing party shall be responsible for and shall pay to the prevailing party all court costs and all attorneys’ fees incurred in enforcing this City Note.

10. Amendments. This City Note may not be modified or amended except by an instrument in writing expressing such intention executed by the parties sought to be bound thereby, which writing must be so firmly attached to this City Note so as to become a permanent part thereof.

11. Maker’s Waivers. Maker waives any rights to require the Holder to: (a) demand payment of amounts due (known as “presentment”), (b) give notice that amounts due have not been paid (known as “notice of dishonor”), and (c) obtain an official certification of nonpayment (known as “protest”).

12. Notices. Any notice, demand, approval, consent, or other communication required or desired to be given under this City Note shall be in writing and shall be either personally served, sent by telecopy, mailed in the United States mails, certified, return receipt requested, postage prepaid, or sent by other commercially acceptable means, addressed to the party to be served with the copies indicated below, at the last address given by that party to the other under the provisions of this Section. All communications shall be deemed delivered at the earlier of actual receipt, the next business day after deposit with Federal Express or other overnight delivery service or two (2) business days following mailing as aforesaid, or if telecopied, when sent, provided a copy is mailed or delivered as provided herein:

To Maker:

Family Service Association
21250 Box Springs Road
Moreno Valley, California 92257

To City:

City of Moreno Valley
14177 Frederick Street
Moreno Valley, California 92552-0805
Attention: City Manager

13. No Implied Waivers. No previous waiver and no failure or delay by Lender in acting with respect to the terms of this City Note shall constitute a waiver of any breach, default, or failure of condition under this City Note. A waiver of any term of this City Note must be made in writing and shall be limited to the express written terms of such waiver.


14. Miscellaneous. If this City Note is executed by more than one person as Maker, the obligations of each such person shall be joint and several. Time is of the essence with respect to every provision hereof. This City Note shall be construed and enforced in accordance with the laws of the State of California, and all persons and entities in any manner obligated under this City Note consent to the jurisdiction of any federal or state court within the State of California having proper venue and also consent to service of process by any means authorized by California or federal law. If any provision hereof is found to be invalid or unenforceable by a court of competent jurisdiction, the invalidity thereof shall not affect the enforceability of the remaining provisions of this City Note. This City Note shall be binding upon Maker and its heirs, successor and assigns and inure to the benefit of City and its successors and assigns, except that Borrower may not assign or transfer any of its rights or obligations under this City Note without the prior written consent of City. Any attempted assignment or transfer by Maker in contravention of the foregoing sentence shall be null and void.

15. Usury Law Compliance. It is Maker's and City's intention to comply with any applicable usury law. If, for any reason whatsoever, fulfillment of any provision hereof shall be prohibited by law, the obligation to be fulfilled shall be reduced to the maximum amount so prohibited, and if for any reason City should have received as interest an amount which would exceed the highest lawful rate, such amount which would be in excess of the permitted interest shall, at Lender's option, be applied to the reduction of principal of this City Note and not to the payment of interest, or be refunded to Maker. All agreements between Maker and City are expressly limited so that in no contingency or event whatsoever shall the amount paid or agreed to be paid to City for the use, forbearance or detention of money under this City Note exceed the maximum permissible under applicable law. This provision shall control over any other provision in this City Note or in any other agreement between Maker and City related hereto.

16. Successors Bound. This City Note shall be binding upon the parties hereto and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, Maker has executed this Note as of the date set forth below.

MAKER:

By: 
Family Service Association, a California non-profit corporation

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**ATTACHMENT NO. 2
CITY DEED OF TRUST**

DEED OF TRUST WITH ASSIGNMENT OF RENTS

WHEN RECORDED MAIL TO:
City of Moreno Valley
14177 Frederick Street
Moreno Valley, California 92552-0805
Attention: City Manager

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**DEED OF TRUST WITH ASSIGNMENT OF RENTS
(SHORT FORM)**

This DEED OF TRUST, made as of July 1, 2020 between Family Service Association, a California non-profit corporation ("Borrower" or "Trustor") whose address is 24693 Ironwood Avenue, Moreno Valley, California 92257, **TICOR TITLE COMPANY OF CALIFORNIA**, a California corporation, herein called TRUSTEE, and the **CITY OF MORENO VALLEY**, a public body, corporate and politic, herein called BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the City of Moreno Valley, County of Riverside, State of California, described as:

SEE ATTACHMENT NO. 1 ATTACHED HERETO AND MADE A PART HEREOF.


together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits for the purpose of securing: (1) payment of the sum of Five Hundred Thousand Dollars (\$500,000.00) according to the terms of a promissory note of even date herewith designated as the "City Note" made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof pursuant to an unrecorded Loan Agreement between Trustor and Beneficiary as of July 1, 2020 (the "Agreement"; a copy of the Agreement is on file with Beneficiary as a public record and is deemed incorporated herein by reference. All capitalized terms not defined herein shall have the meanings established therefor under the Agreement unless the context requires otherwise) (2) the performance of each agreement of Trustor incorporated by reference or contained herein, the default under any of which shall constitute a default hereunder, and (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust. Any violation of one or more of the foregoing referenced items shall constitute a violation under this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Riverside County on August 18, 1964 at Book 3778 commencing at page 347 shall inure to and bind

Attachment: Loan Agreement_Fully Executed (4169 : APPROVE AN AMENDMENT TO THE LOAN AGREEMENT WITH FAMILY SERVICE

the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B thereof (identical in all counties) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.



Family Service Association, a California non-profit corporation

Attachment: Loan Agreement_Fully Executed (4169 : APPROVE AN AMENDMENT TO THE LOAN AGREEMENT WITH FAMILY SERVICE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF Riverside)

On June 19, 2020, before me, Elizabeth Gonzales, Notary Public,
(Print Name of Notary Public)

personally appeared Judith Wood

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.



Elizabeth Gonzales
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

Title(s)

- Partner(s) Limited General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title Or Type Of Document

Number Of Pages

Date Of Documents

Signer(s) Other Than Named Above

Attachment: Loan Agreement_Fully Executed (4169 : APPROVE AN AMENDMENT TO THE LOAN AGREEMENT WITH FAMILY SERVICE

CERTIFICATE OF ACCEPTANCE

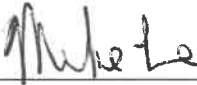
This is to certify that a beneficial interest in real property conveyed under the foregoing deed of trust by Family Service Association, a California non-profit corporation who holds title as his sole and separate property, as to the following property:


1.09 ACRES NET IN PAR 1 PM 137/030 PM 20964 SubdivisionName
PM 20964 Acres 001.09 NET LotType Parcel Parcel 1 RecMapType
Parcel Map MapPlatB 137 MapPlatP 030

APN: 481-341-032

is hereby accepted by the City Manager of the City of Moreno Valley pursuant to authority conferred by Resolution No. 2020-01 of the City Council of the City of Moreno Valley adopted on January 21, 2020, and the City of Moreno Valley consents to recordation thereof by its duly authorized officer.

CITY OF MORENO VALLEY,
a municipal corporation

By: 
Mike Lee
Interim City Manager

APPROVED AS TO FORM
DATE 6-23-20
BY 
CITY ATTORNEY
CITY OF MORENO VALLEY

Attachment: Loan Agreement_Fully Executed (4169 : APPROVE AN AMENDMENT TO THE LOAN AGREEMENT WITH FAMILY SERVICE

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness accuracy or validity of that document.

State of California
County of Riverside

On June 23, 2020 before me, Mayra Gonzalez, Notary Public,
(Here insert name and title of the officer)

personally appeared Michael Lee, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

(Notary Seal)

WITNESS my hand and official seal.

Mayra Gonzalez
Signature of Notary Public



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED

Deed of Trust with Assignment of Rents for
FSA Loan Agreement

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e., certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, -is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer
Interim City Manager
(Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

Attachment: Loan Agreement_Fully Executed (4169 : APPROVE AN AMENDMENT TO THE LOAN AGREEMENT WITH FAMILY SERVICE

**EXHIBIT A
LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

1.09 ACRES NET IN PAR 1 PM 137/030 PM 20964 SubdivisionName PM 20964 Acres 001.09 NET
LotType Parcel Parcel 1 RecMapType Parcel Map MapPlatB 137 MapPlatP 030

APN: 481-341-032

Attachment: Loan Agreement_Fully Executed (4169 : APPROVE AN AMENDMENT TO THE LOAN AGREEMENT WITH FAMILY SERVICE

DO NOT RECORD

The following is a copy of Subdivisions A and B of the fictitious Deed of Trust recorded in each county in California as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

A. To protect the security of this Deed of Trust, Trustor agrees:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation thereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To Pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the

obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

B. It is mutually agreed:

(1) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such monies received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance or any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

(5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's attorneys' fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(6) That upon default Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(7) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(8) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(9) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

ATTACHMENT NO. 3

ADDITIONAL CITY DEED OF TRUST

DEED OF TRUST WITH ASSIGNMENT OF RENTS

WHEN RECORDED MAIL TO:
City of Moreno Valley
14177 Frederick Street
Moreno Valley, California 92552-0805
Attention: City Manager

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**DEED OF TRUST WITH ASSIGNMENT OF RENTS
(SHORT FORM)**

This DEED OF TRUST, made as of July 1, 2020 between Family Service Association, a California non-profit corporation ("Borrower" or "Trustor") whose address is 5317 Mission Boulevard, Jurupa Valley, California 92509, **TICOR TITLE COMPANY OF CALIFORNIA**, a California corporation, herein called TRUSTEE, and the **CITY OF MORENO VALLEY**, a public body, corporate and politic, herein called BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the City of Moreno Valley, County of Riverside, State of California, described as:

SEE ATTACHMENT NO. 1 ATTACHED HERETO AND MADE A PART HEREOF.


together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits for the purpose of securing: (1) payment of the sum of Five Hundred Thousand Dollars (\$500,000.00) according to the terms of a promissory note of even date herewith designated as the "City Note" made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof pursuant to an unrecorded Loan Agreement between Trustor and Beneficiary as of July 1, 2020 (the "Agreement"; a copy of the Agreement is on file with Beneficiary as a public record and is deemed incorporated herein by reference. All capitalized terms not defined herein shall have the meanings established therefor under the Agreement unless the context requires otherwise) (2) the performance of each agreement of Trustor incorporated by reference or contained herein, the default under any of which shall constitute a default hereunder, and (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust. Any violation of one or more of the foregoing referenced items shall constitute a violation under this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Riverside County on August 18, 1964 at Book 3778 commencing at page 347 shall inure to and bind

Attachment: Loan Agreement_Fully Executed (4169 : APPROVE AN AMENDMENT TO THE LOAN AGREEMENT WITH FAMILY SERVICE

the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B thereof (identical in all counties) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.



Family Service Association, a California non-profit
corporation

Attachment: Loan Agreement_Fully Executed (4169 : APPROVE AN AMENDMENT TO THE LOAN AGREEMENT WITH FAMILY SERVICE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF Riverside)

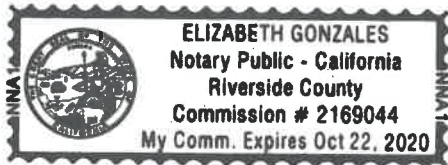
On June 19, 2020, before me, Elizabeth Gonzales, Notary Public,
(Print Name of Notary Public)

personally appeared Judith Wood

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.



Elizabeth Gonzales
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

Title(s)

- Partner(s) Limited General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title Or Type Of Document

Number Of Pages

Date Of Documents

Signer(s) Other Than Named Above

Attachment: Loan Agreement_Fully Executed (4169 : APPROVE AN AMENDMENT TO THE LOAN AGREEMENT WITH FAMILY SERVICE

CERTIFICATE OF ACCEPTANCE


This is to certify that a beneficial interest in real property conveyed under the foregoing deed of trust by Family Service Association, a California non-profit corporation who holds title as his sole and separate property, as to the following property:


POR LOTS 15 & 16 MB 013/027 RUBIDOUX VISTA TR Lot 15
SubdivisionName RUBIDOUX VISTA TR LotType Lot RecMapType
Map Book MapPlatB 013 MapPlatP 027 PortionLot Portion Lot 16
LotType Lot PortionLot Portion

APN: 179-260-004

is hereby accepted by the City Manager of the City of Moreno Valley pursuant to authority conferred by Resolution No. 2020-01 of the City Council of the City of Moreno Valley adopted on January 21, 2020, and the City of Moreno Valley consents to recordation thereof by its duly authorized officer.

CITY OF MORENO VALLEY,
a municipal corporation

By: 
Mike Lee
Interim City Manager

APPROVED AS TO FORM
DATE 6-23-20
BY 
CITY ATTORNEY
CITY OF MORENO VALLEY

Attachment: Loan Agreement_Fully Executed (4169 : APPROVE AN AMENDMENT TO THE LOAN AGREEMENT WITH FAMILY SERVICE

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness accuracy or validity of that document.

State of California

County of Riverside

On June 23, 2020 before me, Mayra Gonzalez, Notary Public.

(Here insert name and title of the officer)

personally appeared Michael Lee, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

(Notary Seal)

WITNESS my hand and official seal.

Mayra Gonzalez
Signature of Notary Public



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED

Deed of Trust with Assignment of Rents for FSA Loan Agreement

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e., certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer
Interim City Manager
(Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

Attachment: Loan Agreement_Fully Executed (4169 : APPROVE AN AMENDMENT TO THE LOAN AGREEMENT WITH FAMILY SERVICE

EXHIBIT A
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

POR LOTS 15 & 16 MB 013/027 RUBIDOUX VISTA TR Lot 15 SubdivisionName RUBIDOUX VISTA
TR LotType Lot RecMapType Map Book MapPlatB 013 MapPlatP 027 PortionLot Portion Lot 16
LotType Lot PortionLot Portion

APN: 179-260-004

Attachment: Loan Agreement_Fully Executed (4169 : APPROVE AN AMENDMENT TO THE LOAN AGREEMENT WITH FAMILY SERVICE

**FIRST AMENDMENT TO LOAN AGREEMENT
FAMILY SERVICE ASSOCIATION**

The First Amendment to Agreement is by and between the CITY OF MORENO VALLEY, a municipal corporation, hereinafter referred to as "City," and Family Service Association, hereinafter referred to as "Borrower or Trustor." This First Amendment to Agreement is made and entered into effective on the date the City signs this First Amendment.

RECITALS:

Whereas, the City and Consultant entered into an Agreement entitled "LOAN AGREEMENT," hereinafter referred to as "Loan Agreement," dated July 1, 2020.

Whereas, it is desirable to amend the Agreement to extend the termination date is more particularly described in Section 1 of this First Amendment.

SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:

1.1 The Agreement termination date of December 31, 2020 is extended by this Amendment to June 30, 2021.

SECTION 2

2.1 Except as otherwise specifically provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

FIRST AMENDMENT TO LOAN AGREEMENT

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

City of Moreno Valley

Family Service Association

By: _____

By: _____

Mike Lee, City Manager

Title: _____

(President of Vice President)

Date: _____

Date: _____

INTERNAL USE ONLY

APPROVED AS TO FORM:

By: _____

City Attorney

Title: _____

(Corporate Secretary)

Date

Date: _____

Attachment: First Amendment_FSA [Revision 1] (4169 : APPROVE AN AMENDMENT TO THE LOAN AGREEMENT WITH FAMILY SERVICE



Report to City Council

TO: Mayor and City Council

FROM: Marshall Eyerman, Assistant City Manager

AGENDA DATE: November 17, 2020

TITLE: PAYMENT REGISTER- SEPTEMBER 2020

RECOMMENDED ACTION

Recommendation:

1. Receive and file the Payment Register.

SUMMARY

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

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

PREPARATION OF STAFF REPORT

Prepared By:
Dena Heald
Deputy Finance Director

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. September 2020 Payment Register

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	10/22/20 10:46 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	10/22/20 10:58 AM



City of Moreno Valley
Payment Register
For Period 9/1/2020 through 9/30/2020

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

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
BMW MOTORCYCLES OF RIVERSIDE	28775	09/14/2020	C18806	TRAFFIC MOTORCYCLE	\$31,413.57
Remit to: RIVERSIDE, CA					FYTD: \$36,938.25
CALPINE CORPORATION DBA CALPINE ENERGY SERVICES	28804	09/21/2020	64183	RESOURCE ADEQUACY-AUG 2020/MV UTILITY	\$105,400.00
Remit to: HOUSTON, TX					FYTD: \$316,200.00
COUNTY OF RIVERSIDE FIRE DEPT	28808	09/21/2020	233655	FIRE SERVICES CONTRACT-4TH QTR (FPARC-MV, 233655,19/20, Q4)	\$4,741,790.20
Remit to: PERRIS, CA					FYTD: \$4,741,790.20
COUNTY OF RIVERSIDE SHERIFF	28863	09/22/2020	SH0000037798	CONTRACT LAW ENFORCEMENT BILLING #1 (7/01-7/29/20)	\$3,081,816.93
Remit to: RIVERSIDE, CA					FYTD: \$12,757,370.37
COWBOY MOTOR CO. DBA MOORE CHRYSLER DODGE JEEP RAM	28809	09/21/2020	G209828	2020 RAM 3500 CREW CAB-VIN#3C63R3AJ8LG209828	\$189,673.62
		09/21/2020	G209847	2020 RAM 3500 CREW CAB-VIN#3C63R3CJ5LG209847	
		09/21/2020	G210905	2020 RAM 3500 CREW CAB-VIN#3C6JR6AG9LG210905	
		09/21/2020	G210907	2020 RAM 3500 CREW CAB-VIN#3C6JR6AG2LG210907	
		09/21/2020	S149994	2020 RAM 3500 CREW CAB-VIN#1C6RR7KT6LS149994	
		09/21/2020	W319081	2020 JEEP WRANGLER SPORT UTILITY 4x4-VIN#1C4HJXDG6LW319081	
Remit to: SILSBEE, TX					FYTD: \$189,673.62

Attachment: September 2020 Payment Register (4149 : PAYMENT REGISTER- SEPTEMBER 2020)



City of Moreno Valley
Payment Register
For Period 9/1/2020 through 9/30/2020

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

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
EASTERN MUNICIPAL WATER DISTRICT	240272	09/21/2020	SEPT-20 9/21/20	WATER CHARGES	\$125,116.27
		09/21/2020	AUG-20 9/21/20	WATER CHARGES	
	240321	09/28/2020	SEPT-20 9/28/20	WATER CHARGES	\$127,271.04
		09/28/2020	AUG-20 9/28/20	WATER CHARGES	
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$763,908.69

Attachment: September 2020 Payment Register (4149 : PAYMENT REGISTER- SEPTEMBER 2020)



City of Moreno Valley
Payment Register
For Period 9/1/2020 through 9/30/2020

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

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
ENCO UTILITY SERVICES MORENO VALLEY LLC	28781	09/14/2020	40-447B-03	WA# 40-447B-MVU ANNEX BUILDING	\$73,980.06
		09/14/2020	40-501-2008	WA# 40-501-ACQUIRED SCE STREETLIGHTS MAINT	
		09/14/2020	40-374B-14	WA# 40-374B-CONTINENTAL VILLAGES APARTMENTS	
		09/14/2020	40-437-03	WA# 40-437-CONVERSION OF COMMERCIAL METERS TO AMI	
		09/14/2020	40-433A-08	WA# 40-433A-PAMA BUSINESS PARK	
		09/14/2020	40-431B-08	WA# 40-431B-PHELAN DEVELOPMENT	
		09/14/2020	40-410B-05	WA# 40-410B-VILLA ANNETTE APARTMENT HOMES	
		09/14/2020	40-408A-12	WA# 40-408A-RANCHO BELAGO PHASE 2	
		09/14/2020	40-401B-10	WA# 40-401B- DAY STREET LINE EXTENSION	
		09/14/2020	0402-MF-02413	SOLAR SYSTEM INSPECTION	
		09/14/2020	0402-MF-02411	SOLAR SYSTEM INSPECTION	
		09/14/2020	0402-MF-02410	SOLAR SYSTEM INSPECTION	
		09/14/2020	40-452A-02	WA# 40-452A-FIRST NANDINA II LOGISTICS CENTER	
		09/14/2020	40-454A-02	WA# 40-454A-MORENO VALLEY LOGISTICS CENTER BUILDING 4	
		09/14/2020	40-442B-02	WA# 40-442B-BEAZER HOMES-PHASE 4-79 HOMES	
		09/14/2020	40-443B-03	WA# 40-443B-KIA DEALERSHIP	
		09/14/2020	40-455A-01	WA# 40-455A-MORENO VALLEY ELEMENTARY SCHOOL	
		09/14/2020	40-438A-10	WA# 40-438A-CENTURY COMMUNITIES	
		09/14/2020	40-450A-04	WA# 40-450A-HIGHLAND FAIRVIEW CORPORATE PARK: PHASE 2	
		09/14/2020	40-449A-05	WA# 40-449A-MERITAGE HOMES LEGACY PARK-221 HOMES	
		09/14/2020	40-446B-03	WA# 40-446B-ALERE PROPERTY GROUP	
		09/14/2020	40-378B-02	WA# 40-378B-VERIZON MONOPALM NEW CELL TOWER	
		09/14/2020	0402-MF-02412	SOLAR SYSTEM INSPECTION	
		09/14/2020	MFP-2020-44082	METER FEES-REGULAR	

Remit to: ANAHEIM, CA

FYTD: \$1,128,619.54

Attachment: September 2020 Payment Register (4149 : PAYMENT REGISTER- SEPTEMBER 2020)



City of Moreno Valley
Payment Register
For Period 9/1/2020 through 9/30/2020

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

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
ENGIE SERVICES U.S. INC.	28734	09/08/2020	90013433	SOLAR CARPORT & EV CHARGING STATION-ANNEX-CS #2	\$126,350.00
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$126,350.00
EXELON GENERATION COMPANY, LLC	28735	09/08/2020	MVEU-00095A	POWER PURCHASE 8/1-8/31/20	\$632,608.64
Remit to: BALTIMORE, MD					<u>FYTD:</u> \$1,860,957.44
G. HURTADO CONSTRUCTION INC.	28782	09/14/2020	5885	MORENO-ALESSANDRO INTERIM FACILITY (DISCOVERY CHURCH)	\$52,582.50
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$52,582.50
GRAYBAR ELECTRIC CO INC	28736	09/08/2020	9317034787	LIGHT POLES & FIXTURES-CIVIC CENTER	\$38,324.67
Remit to: DIAMOND BAR, CA					<u>FYTD:</u> \$124,442.10
GREENTECH LANDSCAPE, INC.	28785	09/14/2020	49503	LANDSCAPE MAINT-ZONES 01, 01A, 8 & E7	\$32,699.79
		09/14/2020	49555	LANDSCAPE MAINT-ZONES 01, 01A & E7	
		09/14/2020	49504	LANDSCAPE MAINT-PARKS	
		09/14/2020	49316	LANDSCAPE MAINT-PARKS	
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$65,027.83
HORIZONS CONSTRUCTION COMPANY INTERNATIONAL INC.	28738	09/08/2020	4	MV AMPHITHEATER-PROGRESS PAYMENT #4	\$664,892.95
Remit to: ORANGE, CA					<u>FYTD:</u> \$1,342,034.04
IBUILD SPECTRUM INC.	28789	09/14/2020	IBS-100-07	IRIS PLAZA LIBRARY PROJECT-PAY APP #7	\$45,947.34
Remit to: SANTA ANA, CA					<u>FYTD:</u> \$294,372.34

Attachment: September 2020 Payment Register (4149 : PAYMENT REGISTER- SEPTEMBER 2020)



City of Moreno Valley
Payment Register
For Period 9/1/2020 through 9/30/2020

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

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
IMEG CORP./FORMERLY TTG ENGINEERS	28740	09/08/2020	20001409.00-2	HVAC REPLACEMENT CONSULTATION-PUBLIC SAFETY BLDG.	\$28,070.00
		09/08/2020	20001409.00-3	HVAC REPLACEMENT CONSULTATION-PUBLIC SAFETY BLDG.	
Remit to: ROCK ISLAND, IL					<u>FYTD:</u> \$36,360.00

Attachment: September 2020 Payment Register (4149 : PAYMENT REGISTER- SEPTEMBER 2020)



City of Moreno Valley
Payment Register
For Period 9/1/2020 through 9/30/2020

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

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
INLAND EMPIRE PROPERTY SERVICE, INC	28790	09/14/2020	201149	WEED ABATEMENT SVCS-FIRE PREVENTION-APN 475-263-030	\$30,233.70
		09/14/2020	201137	WEED ABATEMENT SVCS-FIRE PREVENTION-APN 473-160-007	
		09/14/2020	201138	WEED ABATEMENT SVCS-FIRE PREVENTION-APN 488-080-022	
		09/14/2020	201128	WEED ABATEMENT SVCS-FIRE PREVENTION-APN 488-080-022	
		09/14/2020	201140	WEED ABATEMENT SVCS-FIRE PREVENTION-APN 422-070-034	
		09/14/2020	201151	WEED ABATEMENT SVCS-FIRE PREVENTION-APN 474-590-036	
		09/14/2020	201143	WEED ABATEMENT SVCS-FIRE PREVENTION-APN 487-250-011	
		09/14/2020	201144	WEED ABATEMENT SVCS-FIRE PREVENTION-APN 487-250-005	
		09/14/2020	201145	WEED ABATEMENT SVCS-FIRE PREVENTION-APN 486-310-038	
		09/14/2020	201132	WEED ABATEMENT SVCS-FIRE PREVENTION-APN 486-260-008	
		09/14/2020	201148	WEED ABATEMENT SVCS-FIRE PREVENTION-APN 479-230-018	
		09/14/2020	201163	WEED ABATEMENT SVCS-FIRE PREVENTION-APN 256-181-020	
		09/14/2020	201150	WEED ABATEMENT SVCS-FIRE PREVENTION-APN 474-590-037	
		09/14/2020	201139	WEED ABATEMENT SVCS-FIRE PREVENTION-APN 487-250-006	
		09/14/2020	201178	WEED ABATEMENT SVCS-FIRE PREVENTION-APN 487-260-003	
		09/14/2020	201167	WEED ABATEMENT SVCS-FIRE PREVENTION-APN 487-260-002	
		09/14/2020	201179	WEED ABATEMENT SVCS-FIRE PREVENTION-APN 486-091-005	
		09/14/2020	201146	WEED ABATEMENT SVCS-FIRE PREVENTION-APN 486-290-029	
		09/14/2020	201164	WEED ABATEMENT SVCS-FIRE PREVENTION-APN 488-200-012	
		09/14/2020	201165	WEED ABATEMENT SVCS-FIRE PREVENTION-APN 487-370-015	
		09/14/2020	201153	WEED ABATEMENT SVCS-FIRE PREVENTION-APN 474-120-046	
		09/14/2020	201154	WEED ABATEMENT SVCS-FIRE PREVENTION-APN 474-120-045	
		09/14/2020	201155	WEED ABATEMENT SVCS-FIRE PREVENTION-APN 422-070-036	
		09/14/2020	201156	WEED ABATEMENT SVCS-FIRE PREVENTION-APN 488-400-043	
		09/14/2020	201157	WEED ABATEMENT SVCS-FIRE PREVENTION-APN 488-400-042	
		09/14/2020	201158	WEED ABATEMENT SVCS-FIRE PREVENTION-APN 488-260-028	
		09/14/2020	201169	WEED ABATEMENT SVCS-FIRE PREVENTION-APN 304-240-004	

Attachment: September 2020 Payment Register (4149 : PAYMENT REGISTER- SEPTEMBER 2020)



**City of Moreno Valley
Payment Register
For Period 9/1/2020 through 9/30/2020**

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

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
INLAND EMPIRE PROPERTY SERVICE, INC		09/14/2020	201161	WEED ABATEMENT SVCS-FIRE PREVENTION-APN 291-314-023	
		09/14/2020	201171	WEED ABATEMENT SVCS-FIRE PREVENTION-APN 488-032-002	
		09/14/2020	201166	WEED ABATEMENT SVCS-FIRE PREVENTION-APN 487-260-004	
		09/14/2020	201168	WEED ABATEMENT SVCS-FIRE PREVENTION-APN 487-250-010	
		09/14/2020	201170	WEED ABATEMENT SVCS-FIRE PREVENTION-APN 473-401-021	
		09/14/2020	201152	WEED ABATEMENT SVCS-FIRE PREVENTION-APN 474-120-047	
		09/14/2020	201182	WEED ABATEMENT SVCS-FIRE PREVENTION-APN 308-453-013	
		09/14/2020	201142	WEED ABATEMENT SVCS-FIRE PREVENTION-APN 316-110-030	
		09/14/2020	201127	WEED ABATEMENT SVCS-FIRE PREVENTION-APN 488-400-041	
		09/14/2020	201160	WEED ABATEMENT SVCS-FIRE PREVENTION-APN 291-321-018	
		09/14/2020	201183	WEED ABATEMENT SVCS-FIRE PREVENTION-APN 479-281-002	
		09/14/2020	201177	WEED ABATEMENT SVCS-FIRE PREVENTION-APN 487-260-005	
		09/14/2020	201176	WEED ABATEMENT SVCS-FIRE PREVENTION-APN 487-470-034	
		09/14/2020	201175	WEED ABATEMENT SVCS-FIRE PREVENTION-APN 487-470-033	
		09/14/2020	201174	WEED ABATEMENT SVCS-FIRE PREVENTION-APN 488-220-010	
		09/14/2020	201180	WEED ABATEMENT SVCS-FIRE PREVENTION-APN 478-090-029	
	09/14/2020	201172	WEED ABATEMENT SVCS-FIRE PREVENTION-APN 263-230-016		
Remit to: MORENO VALLEY, CA					FYTD: \$125,644.19
ITERIS, INC.	28742	09/08/2020	125717	ADVANCED DILEMMA ZONE DETECTION	\$235,045.85
	28818	09/21/2020	125983	ADVANCED DILEMMA ZONE DETECTION	\$342,162.49
Remit to: SANTA ANA, CA					FYTD: \$577,208.34

Attachment: September 2020 Payment Register (4149 : PAYMENT REGISTER- SEPTEMBER 2020)



City of Moreno Valley
Payment Register
For Period 9/1/2020 through 9/30/2020

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

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
LIBRARY SYSTEMS & SERVICES, LLC	28746	09/08/2020	INV3353R	LIBRARY CONTRACT SVCS & MATERIALS-MAIN & MALL-SEPT 2020	\$210,461.59
	28822	09/21/2020	INV3416	PAYMENT CENTER PROJECT-LIBRARIES	\$30,692.00
Remit to: ROCKVILLE, MD					<u>FYTD:</u> \$730,417.04

Attachment: September 2020 Payment Register (4149 : PAYMENT REGISTER- SEPTEMBER 2020)



City of Moreno Valley
Payment Register
 For Period 9/1/2020 through 9/30/2020

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

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
MARIPOSA LANDSCAPES, INC.	28824	09/21/2020	90128	LANDSCAPE MAINT.-SD LMD ZONE 02-AUG. 2020	\$39,126.85
		09/21/2020	90447	LANDSCAPE EXTRA WORK-AUG20-ZONE 02/MAINLINE REPAIR-PASEO 2 CTR B	
		09/21/2020	90153	LANDSCAPE MAINT.-KITCHING ELECTRIC SUBSTATION-AUG. 2020	
		09/21/2020	90132	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY-DEPHINIUM/PERHAM TO JFK-AUG20	
		09/21/2020	90137	LANDSCAPE MAINT.-SOUTH AQUEDUCT B-AUG. 2020	
		09/21/2020	90139	LANDSCAPE MAINT.-ANIMAL SHELTER-AUG. 2020	
		09/21/2020	90151	LANDSCAPE MAINT.-VETERANS MEMORIAL-AUG. 2020	
		09/21/2020	90129	LANDSCAPE MAINT.-TOWNGATE COMMUNITY CENTER-AUG. 2020	
		09/21/2020	90131	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY/BAY AVE. TO GRAHAM-AUG. 2020	
		09/21/2020	90133	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY/VANDENBERG TO FAY-AUG. 2020	
		09/21/2020	90134	LANDSCAPE MAINT.-NORTH AQUEDUCT-AUG. 2020	
		09/21/2020	90446	LANDSCAPE EXTRA WORK-AUG20-ZONE 02/REPLACED 2" MASTER VALVE	
		09/21/2020	90136	LANDSCAPE MAINT.-SOUTH AQUEDUCT A-AUG. 2020	
		09/21/2020	90150	LANDSCAPE MAINT.-CITY HALL ANNEX-AUG. 2020	
		09/21/2020	90138	LANDSCAPE MAINT.-AQUEDUCT/SCE AND OLD LAKE DRIVE-AUG. 2020	
		09/21/2020	90135	LANDSCAPE MAINT.-PAN AM SECTION AQUEDUCT-AUG. 2020	
		09/21/2020	90324	LANDSCAPE MAINT.-NPDES WQB-AUG. 2020	
		09/21/2020	90147	LANDSCAPE MAINT.-UTILITY FIELD OFFICE-AUG. 2020	
		09/21/2020	90148	LANDSCAPE MAINT.-FIRE STATIONS 2, 6, 48, 58, 65, 91, & 99-AUG20	
		09/21/2020	90146	LANDSCAPE MAINT.-SENIOR CENTER-AUG. 2020	
		09/21/2020	90145	LANDSCAPE MAINT.-PUBLIC SAFETY BUILDING-AUG. 2020	

Attachment: September 2020 Payment Register (4149 : PAYMENT REGISTER- SEPTEMBER 2020)



City of Moreno Valley
Payment Register
For Period 9/1/2020 through 9/30/2020

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

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
MARIPOSA LANDSCAPES, INC.		09/21/2020	90144	LANDSCAPE MAINT.-LIBRARY-AUG. 2020	
		09/21/2020	90140	LANDSCAPE MAINT.-MARCH ANNEX BUILDING-AUG. 2020	
		09/21/2020	90141	LANDSCAPE MAINT.-CITY YARD-AUG. 2020	
		09/21/2020	90445	LANDSCAPE EXTRA WORK-AUG20-ZONE 02/MAINLINE REPAIR-PASEO 2 CTR F	
		09/21/2020	90142	LANDSCAPE MAINT.-CONFERENCE & REC. CENTER-AUG. 2020	
		09/21/2020	90130	LANDSCAPE MAINT.-TOWNGATE AQUEDUCT BIKEWAY-AUG. 2020	
		09/21/2020	90152	LANDSCAPE MAINT.-CITY YARD SANTIAGO OFFICE-AUG. 2020	
		09/21/2020	90154	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY/FAY TO GENTIAN-AUG. 2020	
		09/21/2020	90149	LANDSCAPE MAINT.-CITY HALL-AUG. 2020	
		09/21/2020	90395	LANDSCAPE EXTRA WORK-AUG20-NPDES WQB/IRRIGATION REPAIRS	
		09/21/2020	90143	LANDSCAPE MAINT.-MORENO BEACH ELECTRIC SUBSTATION-AUG. 2020	
Remit to: IRWINDALE, CA					FYTD: \$137,922.65
MCE	28793	09/14/2020	Moreno-0720	RESOURCE ADEQUACY-MV UTILITY-JULY 2020	\$157,500.00
Remit to: SAN RAFAEL, CA					FYTD: \$157,500.00
MERCHANTS LANDSCAPE SERVICES INC	28749	09/08/2020	56471	LANDSCAPE MAINT.-ZONES E-8, LMD 03, 03A, 04, 05, 06, & 07-JUL20	\$32,333.78
		09/08/2020	56586	LANDSCAPE EXTRA WORK-JUL20-ZONE 04 IRRIGATION REPAIRS	
		09/08/2020	56585	LANDSCAPE EXTRA WORK-JUL20-ZONE 03 IRRIGATION REPAIRS	
	28826	09/21/2020	56647	LANDSCAPE MAINT.-ZONES E-8, LMD 03, 03A, 04, 05, 06, & 07-AUG20	\$29,986.94
Remit to: MONTEREY PARK, CA					FYTD: \$264,127.88

Attachment: September 2020 Payment Register (4149 : PAYMENT REGISTER- SEPTEMBER 2020)



City of Moreno Valley
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For Period 9/1/2020 through 9/30/2020

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

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
MICHAEL BAKER INTERNATIONAL, INC	28883	09/28/2020	1092544	SR-60/WLC INTERCHANGE	\$43,641.39
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$66,623.75
MORENO VALLEY UTILITY	240277	09/21/2020	SEP-20 9/21/20	ELECTRICITY CHARGES	\$86,392.12
Remit to: HEMET, CA					<u>FYTD:</u> \$254,780.30
PARSONS TRANSPORTATION GROUP, INC.	28753	09/08/2020	2008A006	SR-60/MORENO BEACH IC PHASE 2	\$51,027.35
Remit to: IRVINE, CA					<u>FYTD:</u> \$99,747.28
PERMITROCKET SOFTWARE LLC DBA EPERMITHUB	28831	09/21/2020	2301	ANNUAL SUBSCRIPTION-YEAR 1	\$44,620.14
		09/21/2020	2302	IMPLEMENTATION AND PROFESSIONAL SVC-KICK OFF MTG-PLANNING	
Remit to: MIAMI, FL					<u>FYTD:</u> \$44,620.14
QUINN COMPANY	28758	09/08/2020	G2601001	2020 CATERPILLAR 926M WHEEL LOADER	\$185,170.53
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$185,170.53
RE ASTORIA 2 LLC	28834	09/21/2020	00048	RENEWABLE ENERGY-MV UTILITY-AUG. 2020	\$37,700.94
Remit to: SAN FRANCISCO, CA					<u>FYTD:</u> \$124,178.89

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

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>	
SOUTHERN CALIFORNIA EDISON	240259	09/14/2020	729-6522/AUG-20	ELECTRICITY CHARGES FOR ACQUIRED STREETLIGHTS	\$102,902.92	
		09/14/2020	721-3449/AUG-20	IFA CHARGES-SUBSTATION		
		09/14/2020	026-1608/AUG-20	IFA & DISTRIBUTION UPGRADE CHARGES-KITCHING SUBSTATION		
		09/14/2020	717-8456/AUG-20	ELECTRICITY CHARGES FOR ADDED STREETLIGHTS		
		09/14/2020	587-9520/AUG-20	ELECTRICITY-FERC CHARGES/MVU		
		09/14/2020	707-6081/AUG-20	ELECTRICITY CHARGES		
		09/14/2020	717-7516/AUG-20	ELECTRICITY CHARGES FOR ACQUIRED STREETLIGHTS		
		09/14/2020	717-8027/AUG-20	ELECTRICITY CHARGES FOR ADDED STREETLIGHTS		
		09/14/2020	AUG-20 9/14/20	ELECTRICITY CHARGES		
	240283	09/21/2020	AUG-20 9/21/20	ELECTRICITY CHARGES	\$28,668.25	
	240331	09/28/2020	7501193931	7501193931	WDAT CHARGES-MVU/FREDERICK AVE.-AUG. 2020	\$64,563.24
			7501193932	7501193932	WDAT CHARGES-MVU/SUBSTATION 115KV INTERCONNECTION-AUG. 2020	
			7501193930	7501193930	WDAT CHARGES-MVU/NANDINA AVE.-AUG. 2020	
			7501193929	7501193929	WDAT CHARGES-MVU/GLOBE ST.-AUG. 2020	
			7501193927	7501193927	WDAT CHARGES-MVU/IRIS AVE.-AUG. 2020	
7501193935			7501193935	WDAT CHARGES-MVU/24417 NANDINA AVE. SUBSTATION-AUG. 2020		
09/28/2020	7501193928	7501193928	WDAT CHARGES-MVU/GRAHAM ST.-AUG. 2020			
09/28/2020	7501193910	7501193910	WDAT CHARGES-MVU/17160 KITCHING ST. SUBSTATION-AUG. 2020			

Remit to: ROSEMEAD, CA

FYTD: \$642,642.54

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

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
SYNERGY COMPANIES	240288	09/21/2020	MVU RES DI 07-20	ENERGY AUDITS & INSTALLATION OF ENERGY EFFICIENCY MEASURES-JUL20	\$130,577.27
		09/21/2020	MVU RES DI 08-20	ENERGY AUDITS & INSTALLATION OF ENERGY EFFICIENCY MEASURES-AUG20	
	240336	09/28/2020	MVU RES DI 06-20	ENERGY AUDITS & INSTALLATION OF ENERGY EFFICIENCY MEASURES-JUNE20	\$78,169.79
Remit to: HAYWARD, CA					<u>FYTD:</u> \$208,747.06
TENASKA ENERGY, INC	28896	09/28/2020	MOREN00202009220	ELECTRICITY POWER PURCHASE-MV UTILITY	\$1,578,658.44
Remit to: ARLINGTON, TX					<u>FYTD:</u> \$2,633,906.14
THE ADVANTAGE GROUP/ FLEX ADVANTAGE	28797	09/14/2020	202009	SEPTEMBER 2020 RETIREE MEDICAL BENEFIT BILLING	\$47,260.89
		09/14/2020	123061	FLEX AND COBRA ADMIN FEES-AUG 2020	
Remit to: TEMECULA, CA					<u>FYTD:</u> \$137,695.97
TKE ENGINEERING INC	240291	09/21/2020	2020-566	AMPHITHEATER PROJECT CONSTRUCTION MANAGEMENT SERVICES-JUL. 2020	\$33,987.61
	240338	09/28/2020	2020-582	AMPHITHEATER PROJECT CONSTRUCTION MANAGEMENT SERVICES-AUG. 2020	\$32,248.40
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$125,138.51
U.S. BANK/CALCARDS	28715	09/03/2020	08-27-20	AUGUST 2020 CALCARD ACTIVITY	\$157,985.33
Remit to: ST. LOUIS, MO					<u>FYTD:</u> \$469,217.92
VELOCITY ORTHOPEDICS, INC.	240244	09/08/2020	2772	COVID-19 N95 OPTREL TEC	\$34,455.22
Remit to: RANCHO CUCAMONGA, CA					<u>FYTD:</u> \$34,455.22

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
WILLDAN FINANCIAL SERVICES	28861	09/21/2020	010-45646	GRANT ADMINISTRATION SERVICES-AUG. 2020	\$30,870.00
		09/21/2020	010-45647	CARES ACT GRANT ADMINISTRATION SERVICES-AUG. 2020	
Remit to: TEMECULA, CA					<u>FYTD:</u> \$82,680.00
WRCRCA	240294	09/21/2020	AUG-2020 MSHCP	MSHCP FEES COLLECTED FOR AUG. 2020-RESIDENTIAL SINGLE FAMILY	\$33,510.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$204,018.06
YAMADA ENTERPRISES	28766	09/08/2020	20060	LIBRARY FURNITURE & SHELVING FOR IRIS PLAZA LIBRARY BRANCH	\$48,195.40
Remit to: HUNTINGTON BEACH, CA					<u>FYTD:</u> \$48,195.40
TOTAL AMOUNTS OF \$25,000 OR GREATER					\$14,056,086.0

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

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
AAC UTILITY PARTNERS, LLC	28716	09/08/2020	MVUS200831	CONSULTING SVCS-MV UTILITIES	\$18,700.00
Remit to: COLUMBIA, SC					FYTD: \$37,400.00
ABILITY COUNTS, INC	28717	09/08/2020	ACII15761	LANDSCAPE MAINT-CFD #1-JULY 2020	\$1,835.10
	28769	09/14/2020	ACI115792	LANDSCAPE MAINT-CFD #1-AUG 2020	\$1,835.10
Remit to: CORONA, CA					FYTD: \$7,774.20
ADLERHORST INTERNATIONAL LLC	28770	09/14/2020	105248	MONTHLY K-9 TRAINING (RICO/ARKAN/HERBIE) AUG 2020	\$539.01
		09/14/2020	105206	MISC SUPPLIES FOR K-9 RICO	
Remit to: RIVERSIDE, CA					FYTD: \$1,642.88
ADMINSURE	28864	09/28/2020	13570	WORKERS' COMP CLAIM ADMIN-OCT 2020	\$2,300.00
Remit to: ONTARIO, CA					FYTD: \$9,200.00
ADVANCE REFRIGERATION & ICE SYSTEMS, INC	28718	09/08/2020	48074	ICE MACHINE REPAIR - CORPORATE YARD	\$1,308.58
		09/08/2020	47858	ICE MACHINE REPAIR - FIRE STATION 99	
		09/08/2020	48173	ICE MACHINE REPAIR - FIRE STATION 91	
		09/08/2020	48190	ICE MACHINE REPAIR - FIRE STATION 91	
	28771	09/14/2020	47937	ICE MACHINE REPAIR-FIRE STATION 91	\$441.83
	28865	09/28/2020	47873	ICE MACHINE REPAIR-FIRE STATION 99	\$4,116.70
Remit to: RIVERSIDE, CA					FYTD: \$5,867.11
ADVANCED PERMIT SERVICES	240342	09/28/2020	BOC20-0103	REFUND CANCELLED BUILDING PERMIT-15416 ZAHARIAS	\$218.08
Remit to: LAGUNA HILLS, CA					FYTD: \$218.08

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
AIR EXCHANGE INC	28772	09/14/2020	91602967	PLYMOVENT MAINT & REPAIR-FIRE STATIONS	\$1,598.78
		09/14/2020	91602937	PLYMOVENT MAINT & REPAIR-FIRE STATIONS	
	28866	09/28/2020	91603049	PLYMOVENT MAINT & REPAIR-FIRE STATIONS	\$1,276.27
Remit to: FAIRFIELD, CA					FYTD: \$6,795.90
AIRESPRING INC.	28719	09/08/2020	1359638/SEPT20	INTERNET SVCS 9/01-9/30/20	\$1,664.65
Remit to: VAN NUYS, CA					FYTD: \$3,645.87
ALFONSO LOZANO DBA OUR PLACE RESTAURANT	240222	09/08/2020	AUGUST 28, 2020	SENIOR EATS PROGRAM 8/24-8/28/20	\$3,735.00
	240245	09/14/2020	SEPTEMBER 4,2020	SENIOR EATS PROGRAM-8/31-9/04/20	\$3,555.00
	240269	09/21/2020	SEPT. 11, 2020	SENIOR EATS PROGRAM 9/7-9/11/20	\$3,825.00
	240316	09/28/2020	SEPT. 18, 2020	SENIOR EATS PROGRAM 9/14-9/18/20	\$3,825.00
Remit to: MORENO VALLEY, CA					FYTD: \$49,365.00
ALLIANT INSURANCE SERVICES, INC.	28720	09/08/2020	4TH QTR-CY2020	SPECIAL EVENT INSURANCE (JAN-MAR 2020 PREMIUMS)	\$4,053.00
Remit to: SAN DIEGO, CA					FYTD: \$4,053.00
AMERICAN FORENSIC NURSES	28721	09/08/2020	73718	PHLEBOTOMY SVCS	\$965.00
		09/08/2020	73735	PHLEBOTOMY SVCS	
	28867	09/28/2020	73796	PHLEBOTOMY SVCS	\$1,740.00
		09/28/2020	73777	PHLEBOTOMY SVCS	
Remit to: LA QUINTA, CA					FYTD: \$6,900.00

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
AMTECH ELEVATOR SERVICES	28773	09/14/2020	151400091351	ELEVATOR ROUTINE MAINT-EOC-SEPT 2020	\$885.00
		09/14/2020	151400091350	ELEVATOR ROUTINE MAINT-CITY HALL-SEPT 2020	
		09/14/2020	151400061078	ELEVATOR ROUTINE MAINT-EOC-AUG 2020	
		09/14/2020	151400061077	ELEVATOR ROUTINE MAINT-CITY HALL-AUG 2020	
		09/14/2020	151400032143	ELEVATOR ROUTINE MAINT-CITY HALL-JULY 2020	
		09/14/2020	151400032144	ELEVATOR ROUTINE MAINT-EOC-JULY 2020	
Remit to: PASADENA, CA					<u>FYTD:</u> \$885.00
ANIMAL EMERGENCY CLINIC, INC.	28774	09/14/2020	JULY 2020	AFTER HOURS EMERGENCY VET SVCS-MV ANIMAL SHELTER	\$430.00
		09/14/2020	AUG 2020	AFTER HOURS EMERGENCY VET SVCS-MV ANIMAL SHELTER	
Remit to: GRAND TERRACE, CA					<u>FYTD:</u> \$430.00
ARCHITERRA DESIGN GROUP	28722	09/08/2020	27358	CONCEPTUAL DESIGN OF AMPHITHEATER 6/25-7/24/20	\$5,254.60
	28802	09/21/2020	27479	MV AMPHITHEATER-EXTRA SERVICE 8/04/20	\$5,655.58
		09/21/2020	27478	CONCEPTUAL DESIGN OF AMPHITHEATER 7/25-8/24/20	
		09/21/2020	27477	COMMUNITY DEMO GARDEN	
Remit to: RANCHO CUCAMONGA, CA					<u>FYTD:</u> \$28,755.82
ARLENE ORTIZ DBA BARBER'S DOMAIN	240266	09/14/2020	SEPTEMBER 2020	FORWARD MOVAL SMALL BUSINESS GRANT-COVID-19	\$7,500.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$7,500.00
AUTOMATIC STOREFRONT SERVICE/E-Z AUTOMATED SYSTEMS	240317	09/28/2020	0031124	SLIDING GLASS DOOR REPAIR-CITY HALL	\$338.04
Remit to: CHINO, CA					<u>FYTD:</u> \$7,010.46
AYSO	240295	09/21/2020	2002006.047	CONFERENCE & REC. CTR. RENTAL REFUND	\$138.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$138.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
BIO-TOX LABORATORIES	240223	09/08/2020	39978	FORENSIC TOXICOLOGY TESTING SVCS FOR PD	\$7,987.00
		09/08/2020	39979	FORENSIC TOXICOLOGY TESTING SVCS FOR PD	
		09/08/2020	40010	FORENSIC TOXICOLOGY TESTING SVCS FOR PD	
	240246	09/14/2020	37175	FORENSIC TOXICOLOGY TESTING SVCS FOR PD	\$6,156.00
		09/14/2020	37174	FORENSIC TOXICOLOGY TESTING SVCS FOR PD	
		09/14/2020	37239	FORENSIC TOXICOLOGY TESTING SVCS FOR PD	
Remit to: RIVERSIDE, CA					FYTD: \$20,490.00
BMW MOTORCYCLES OF RIVERSIDE	28723	09/08/2020	6025274	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	\$1,645.02
		09/08/2020	6025351	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	
		09/08/2020	6025327	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	
		09/08/2020	6025280	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	
Remit to: RIVERSIDE, CA					FYTD: \$36,938.25
BONLAJOR DBA DUKE SERVICE COMPANY	28803	09/21/2020	347860	COFFEE MAKER REPAIR-FIRE STATION	\$302.96
Remit to: ANAHEIM, CA					FYTD: \$302.96

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
BOX SPRINGS MUTUAL WATER COMPANY	240224	09/08/2020	1088-1 8/26/20	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	\$359.47
		09/08/2020	195-5 8/26/20	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		09/08/2020	1084-1 8/26/20	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		09/08/2020	331-1 8/26/20	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		09/08/2020	1085-1 8/26/20	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		09/08/2020	1086-1 8/26/20	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		09/08/2020	1087-1 8/26/20	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		09/08/2020	189-13 8/26/20	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		09/08/2020	80-4 8/26/20	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		09/08/2020	204-9 8/26/20	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		09/08/2020	36-1 8/26/20	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		09/08/2020	721-1 8/26/20	WATER USAGE-TOWNGATE AUG 2020	
		09/08/2020	45-4 8/26/20	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	

Remit to: MORENO VALLEY, CA

FYTD: \$1,224.27

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
BRIGHTVIEW LANDSCAPE SERVICES, INC.	28776	09/14/2020	6994370	LANDSCAPE MAINT-ZONES D, M, S, 09, LM01G, LM-01H, LM01K & LM-02A	\$19,103.37
	28868	09/28/2020	6991639	LANDSCAPE MAINT-ZONE M	\$1,320.00
Remit to: PASADENA, CA					FYTD: \$177,554.89
BROWN, NANCY	240261	09/14/2020	R20-150608	ANIMAL SERVICES REFUND-RETURN ADOPTION FEES	\$50.00
Remit to: HEMET, CA					FYTD: \$50.00
CALABRESE, DARIO	28777	09/14/2020	132	UNMANNED AIRCRAFT NIGHT TRAINING FOR L. JAIME	\$3,000.00
Remit to: TEMECULA, CA					FYTD: \$34,250.00
CALIFORNIA MUNICIPAL UTILITIES ASSOC.	240270	09/21/2020	19-0680	GDS-ENERGY EFFICIENCY POTENTIAL FORECASTING SVC-AUG 20	\$1,974.03
	240318	09/28/2020	19-0667	GDS-ENERGY EFFICIENCY POTENTIAL FORECASTING SVC-JULY 20	\$1,974.03
Remit to: SACRAMENTO, CA					FYTD: \$11,448.06
CAMERON-DANIEL, P.C.	28778	09/14/2020	1155	LEGAL SERVICES-MV UTILITY	\$1,375.00
	28805	09/21/2020	1165	LEGAL SERVICES-MV UTILITY	\$825.00
Remit to: SEBASTOPOL, CA					FYTD: \$3,877.50
CANNON, BRANDI	240238	09/08/2020	2002001.047	REFUND BALANCE -TIME FOR TOTS	\$84.50
Remit to: MORENO VALLEY, CA					FYTD: \$84.50
CAVENAUGH & ASSOCIATES	240239	09/08/2020	AUG. 24-28, 2020	REGISTRATION FEE FOR DUI SEMINAR-OFFICER A. GALBREATH	\$548.00
Remit to: FRESNO, CA					FYTD: \$548.00
CEMEX	240319	09/28/2020	9442257163	MIXED CONCRETE MATERIALS	\$589.09
Remit to: PASADENA, CA					FYTD: \$589.09

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CHANDLER ASSET MANAGEMENT, INC	28724	09/08/2020	2008MORENOVA	INVESTMENT MANAGEMENT SVCS-AUG 2020	\$7,437.45
Remit to: SAN DIEGO, CA					FYTD: \$14,864.07
COMMUNICATION INNOVATIONS DBA GARY DENT	240247	09/14/2020	4166G	PORTABLE HANDHELD RADIOS-CODE	\$6,594.30
Remit to: RIVERSIDE, CA					FYTD: \$6,594.30
CORODATA MEDIA STORAGE INC.	28806	09/21/2020	DS1294680	OFF-SITE MEDIA STORAGE-AUGUST 2020	\$394.59
Remit to: LOS ANGELES, CA					FYTD: \$1,204.92
CORODATA RECORDS MANAGEMENT, INC.	28725	09/08/2020	RS4617419	RECORDS STORAGE-JULY 2020	\$1,526.00
	28779	09/14/2020	RS4625660	RECORDS STORAGE-AUG 2020	\$1,291.41
Remit to: POWAY, CA					FYTD: \$3,862.82
COSTAR REALTY INFORMATION, INC	28726	09/08/2020	111998149-1	COMMERCIAL REAL ESTATE DATABASE SVC-AUG 2020	\$3,001.26
		09/08/2020	111666495-1	COMMERCIAL REAL ESTATE DATABASE SVC-JULY 2020	
	28807	09/21/2020	112406595-1	COMMERCIAL REAL ESTATE DATABASE SVC-SEPT 2020	\$1,500.63
Remit to: CHICAGO, IL					FYTD: \$4,501.89
COUNSELING TEAM, THE	240248	09/14/2020	77123	EMPLOYEE ASSISTANCE PROGRAM-AUG 2020	\$1,667.00
Remit to: SAN BERNARDINO, CA					FYTD: \$5,001.00

Attachment: September 2020 Payment Register (4149 : PAYMENT REGISTER- SEPTEMBER 2020)



**City of Moreno Valley
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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>	
COUNTS UNLIMITED, INC.	28727	09/08/2020	20286	TRAFFIC DATA COLLECTION	\$675.00	
		09/08/2020	20285	TRAFFIC DATA COLLECTION		
		09/08/2020	20284	TRAFFIC DATA COLLECTION		
		09/08/2020	20293	TRAFFIC DATA COLLECTION		
Remit to: CORONA, CA					FYTD: \$2,025.00	
COUNTY OF RIVERSIDE	28728	09/08/2020	IT0000004148	APX 7500M DUAL BAND, HPD MODEM MAINT	\$2,494.75	
		240237	09/08/2020	SEPT 2, 2020	CEQA NOTICE OF EXEMPTION-RANCHO VERDE PARK	\$50.00
		240249	09/14/2020	20-255183	RECORDATION DOCUMENT	\$42.50
		240320	09/28/2020	3041	REGISTERED VOTERS CONFIRMATION-CFD NO. 1/ANNEX NO. 2020-57	\$70.00
			09/28/2020	3042	REGISTERED VOTERS CONFIRMATION-CFD NO. 2014-1/AMEND NO. 50	
Remit to: RIVERSIDE, CA					FYTD: \$27,154.62	
COUNTY OF RIVERSIDE SHERIFF	28869	09/28/2020	SH0000037986	TOBACCO GRANT-7/30-8/12/20	\$1,363.63	
		28909	09/30/2020	SH0000037988	TOBACCO GRANT-8/13-8/26/20	\$6,408.04
Remit to: RIVERSIDE, CA					FYTD: \$12,757,370.37	
COUNTY OF RIVERSIDE, AUDITOR- CONTROLLER	240271	09/21/2020	AUGUST 2020	TRANSMITTAL OF AB544 FROM PARKING CONTROL FEES	\$15,495.75	
Remit to: RIVERSIDE, CA					FYTD: \$43,595.50	
CREATIVE SOLUTIONS FOR KIDS & FAMILIES INC.	240296	09/21/2020	2002008.047	CONFERENCE & REC. CTR. RENTAL REFUND	\$402.00	
Remit to: MORENO VALLEY, CA					FYTD: \$402.00	
CRIME SCENE STERI-CLEAN, LLC	28810	09/21/2020	41187	BIO HAZARD REMOVAL SERVICE	\$850.00	
Remit to: RANCHO CUCAMONGA, CA					FYTD: \$3,300.00	

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DATA TICKET, INC.	28729	09/08/2020	115323	ADMIN CITATION PROCESSING-BLDG & SAFETY-JULY 2020	\$92.00
	28811	09/21/2020	116308	ADMIN CITATION PROCESSING-ANIMAL SVC-AUG 2020	\$305.75
	28870	09/28/2020	116309	ADMIN CITATION PROCESSING-BLDG & SAFETY-AUG 2020	\$87.75
		09/28/2020	116311	ADMIN CITATION PROCESSING-PD-AUG 2020	
Remit to: IRVINE, CA					FYTD: \$25,644.21
DDL TRAFFIC INC.	28730	09/08/2020	7135	OPTICOM TRAFFIC SIGNAL EQUIPMENT	\$8,743.91
Remit to: CHINO HILLS, CA					FYTD: \$11,189.41
DE JESUS, ERICA	240343	09/28/2020	2002017.047	TOWNGATE COMM. CTR. RENTAL REFUND	\$206.20
Remit to: MORENO VALLEY, CA					FYTD: \$206.20
DIAZ, JOSE	240297	09/21/2020	2002016.047	TOWNGATE COMM. CTR. RENTAL REFUND	\$206.20
Remit to: PERRIS, CA					FYTD: \$206.20
DISH DBS CORPORATION	240250	09/14/2020	86557282/SEPT20	SATELLITE TV-FIRE STATION 99-8/31-9/30/20	\$135.36
Remit to: PALATINE, IL					FYTD: \$376.77
DOOLY, PAOLA	240344	09/28/2020	R20-148513	ANIMAL SERVICES REFUND-RABIES DEPOSIT	\$20.00
Remit to: PORTLAND, OR					FYTD: \$95.00
E.R. BLOCK PLUMBING & HEATING, INC.	28731	09/08/2020	132496	BACKFLOW DEVICE TEST-ZONE D	\$829.38
		09/08/2020	132497	BACKFLOW DEVICE TEST-ZONE D	
Remit to: RIVERSIDE, CA					FYTD: \$1,628.76
EASTER SEALS OF SOUTHERN CA, INC	240298	09/21/2020	2002009.047	CONFERENCE & REC. CTR. RENTAL REFUND	\$113.60
Remit to: IRVINE, CA					FYTD: \$113.60

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
ECORP CONSULTING, INC.	28732	09/08/2020	90938	MORENO MDP LINE H-2 STORM DRAIN	\$9,136.60
		09/08/2020	90939	MORENO MDP LINE H-2 STORM DRAIN	
	28871	09/28/2020	91102	MORENO MDP LINE H-2 STORM DRAIN	\$4,255.00
Remit to: ROCKLIN, CA					FYTD: \$15,920.20
EMERGENT BATTERY TECHNOLOGIES, INC.	28780	09/14/2020	37155	REPLACEMENT BATTERIES (40) FOR BATTERY BACKUP SYSTEMS	\$5,977.03
Remit to: ANAHEIM, CA					FYTD: \$5,977.03
ENCO UTILITY SERVICES MORENO VALLEY LLC	28733	09/08/2020	0402-MF-02409	SOLAR SYSTEM INSPECTION	\$235.00
	28812	09/21/2020	40-459A-01	PME GS RECONFIGURATION	\$370.89
		09/21/2020	0402-MF-02414	SOLAR SYSTEM INSPECTION	
	28872	09/28/2020	0402-MF-02416	SOLAR SYSTEM INSPECTION	\$470.00
		09/28/2020	0402-MF-02415	SOLAR SYSTEM INSPECTION	
Remit to: ANAHEIM, CA					FYTD: \$1,128,619.54
EXCLUSIVE TOWING	240225	09/08/2020	20-09075	EVIDENCE VEHICLE TOWING	\$225.00
	240251	09/14/2020	20-09254	EVIDENCE VEHICLE TOWING	\$675.00
		09/14/2020	20-09310	EVIDENCE VEHICLE TOWING	
		09/14/2020	20-09315	EVIDENCE VEHICLE TOWING	
	240322	09/28/2020	20-09506	EVIDENCE VEHICLE TOWING	\$450.00
		09/28/2020	20-09507	EVIDENCE VEHICLE TOWING	
	Remit to: RIVERSIDE, CA				
FAST SIGNS	240226	09/08/2020	70-41337	REVINYL PEN20-0037/38 FOR PEN20-0056	\$714.64
		09/08/2020	70-41336	REVINYL WLC PEN20-0018 FOR PEN18-0188	
Remit to: MORENO VALLEY, CA					FYTD: \$2,576.64

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FIELDMAN, ROLAPP & ASSOC.	240252	09/14/2020	25522	BOND TEAM RFP PREPARATION AND REVIEW 8/3-8/20/20	\$2,803.58
Remit to: IRVINE, CA					FYTD: \$4,622.98
FIRST AMERICAN DATA TREE, LLC	240227	09/08/2020	20027760820	ONLINE SOFTWARE SUBSCRIPTION-AUG 2020	\$99.00
Remit to: PASADENA, CA					FYTD: \$297.00
FIRST CHOICE SERVICES	28813	09/21/2020	677452	WATER PURIF UNIT RENTAL-CITY HALL 1ST FLOOR	\$573.75
		09/21/2020	677463	WATER PURIF UNIT RENTAL-FIRE STATION 99	
		09/21/2020	677464	WATER PURIF UNIT RENTAL-LIBRARY	
		09/21/2020	677465	WATER PURIF UNIT RENTAL-PUBLIC SAFETY BUILDING	
		09/21/2020	677466	WATER PURIF UNIT RENTAL-SENIOR CENTER	
		09/21/2020	677467	WATER PURIF UNIT RENTAL-TRANS TRAILER	
		09/21/2020	677628	WATER PURIF UNIT RENTAL-RAINBOW RIDGE	
		09/21/2020	675941	WATER PURIF UNIT RENTAL-VAL VERDE CHILD CARE SITE	
		09/21/2020	677451	WATER PURIF UNIT RENTAL-ANNEX 1	
		09/21/2020	677459	WATER PURIF UNIT RENTAL-FIRE STATION 48	
		09/21/2020	677454	WATER PURIF UNIT RENTAL-CONF & REC CTR	
		09/21/2020	677462	WATER PURIF UNIT RENTAL-FIRE STATION 91	
		09/21/2020	677453	WATER PURIF UNIT RENTAL-CITY HALL 2ND FLOOR	
		09/21/2020	677455	WATER PURIF UNIT RENTAL-CITY YARD	
		09/21/2020	677456	WATER PURIF UNIT RENTAL-EMERGENCY OP'S CTR	
		09/21/2020	677457	WATER PURIF UNIT RENTAL-FIRE STATION 2	
		09/21/2020	677458	WATER PURIF UNIT RENTAL-FIRE STATION 6	
		09/21/2020	677450	WATER PURIF UNIT RENTAL-ANIMAL SHELTER	
		09/21/2020	677460	WATER PURIF UNIT RENTAL-FIRE STATION 58	
		09/21/2020	677461	WATER PURIF UNIT RENTAL-FIRE STATION 65	
Remit to: ONTARIO, CA					FYTD: \$2,203.20

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FORM PRINT COMPANY FPC GRAPHICS	240323	09/28/2020	93877	BUILDING INSPECTION CORRECTION NOTICE BOOKS-44 BOOKS (2,200)	\$665.16
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$665.16
FRED'S GLASS & MIRROR, INC.	240324	09/28/2020	0159274	WINDOW REPAIR-ANNEX 1	\$1,540.65
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$2,816.23
FRONTIER COMMUNICATIONS/FORMERLY VERIZON	28873	09/28/2020	7002Z183-S-20249	BACKBONE COMMUNICATIONS SERVICE 9/5-10/5/20	\$3,779.34
Remit to: ROCHESTER, NY					<u>FYTD:</u> \$11,338.02
FRONTIER COMMUNICATIONS/FORMERLY VERIZON CALIF.	240273	09/21/2020	081095-5/SEPT20	FOREIGN EXCHANGE BUS LISTING-MV UTILITY	\$7.60
Remit to: CINCINNATI, OH					<u>FYTD:</u> \$22.80
FUEL PROS, INC	28874	09/28/2020	0000050771	FUEL TANK REPAIR-FIRE STATION 2	\$585.40
Remit to: CHINO, CA					<u>FYTD:</u> \$1,360.71
FULL COMPASS SYSTEMS LTD.	28814	09/21/2020	INC01824085	DIGITAL MEDIA CONVERTER-FIRE STATION	\$3,782.03
Remit to: MADISON, WI					<u>FYTD:</u> \$3,782.03
G/M BUSINESS INTERIORS, INC.	28875	09/28/2020	0262717-IN	PANEL HEIGHT CHANGE-CITY HALL	\$11,831.18
		09/28/2020	0262948-IN	RECEPTION DESK WORKSTATION-CITY HALL	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$12,137.63
GARCIA, SERGIO	240299	09/21/2020	R20-150743	ANIMAL SERVICES REFUND-DUPLICATE LICENSE PAYMENT	\$15.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$15.00

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GARDAWORLD	28783	09/14/2020	10591856	AMORED CAR SRV-CONF & REC CTR., ANIMAL SVCS & CITY HALL- SEPT 20	\$688.50
Remit to: CHICAGO, IL					<u>FYTD:</u> \$1,955.65
GEOTEK, INC.	28784	09/14/2020	73761	CIVIC CTR PARK & AMPHITHEATER PROJECT INSPECTION	\$12,940.00
Remit to: CORONA, CA					<u>FYTD:</u> \$43,110.00
GIRON, LISSETTE	28815	09/21/2020	SUMMER 2020	TUITION/EMPLOYEE EDUCATION REIMBURSEMENT	\$2,000.00
Remit to: RANCHO CUCAMONGA, CA					<u>FYTD:</u> \$2,000.00
GREEN ACRES ADVERTISING DESIGN INC.	28816	09/21/2020	4140	CUSTOMIZATION CAPOU SOLAR GUIDEBOOK-MVU	\$150.00
Remit to: REDLANDS, CA					<u>FYTD:</u> \$150.00
HARRIS & ASSOCIATES	240228	09/08/2020	45093	AUDIT ASSESSMENT ENGINEERING SVCS 152-FY 20/21	\$3,000.00
		09/08/2020	45760	AUDIT ASSESSMENT ENGINEERING SVCS 152-FY 20/21	
Remit to: CONCORD, CA					<u>FYTD:</u> \$3,000.00
HASCO HEATING AIR CONDITIONING SERVICE COMPANY	28786	09/14/2020	95184	HVAC REPAIR-CITY HALL	\$9,857.45
		09/14/2020	95183	HVAC REPAIR-CITY HALL	
		09/14/2020	95342	HVAC REPAIR-FIRE STATION 2	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$57,932.87
HDL COREN & CONE	240253	09/14/2020	SIN003157	2019-20 CAFR STATISTICAL REPORT PACKAGE	\$645.00
Remit to: BREA, CA					<u>FYTD:</u> \$6,516.94

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HECHAVARRIA, DANIEL	240300	09/21/2020	2002003.047	REFUND - VOVINAM MARTIAL ARTS	\$33.00
Remit to: MORENO VALLEY, CA					FYTD: \$33.00
HERC RENTALS INC/ HERTZ EQUIPMENT RENTAL	28737	09/08/2020	31584803-001	HEAVY EQUIP RENTAL-STORM PREP	\$2,343.24
Remit to: DALLAS, TX					FYTD: \$2,343.24
HINDERLITER DE LLAMAS & ASSOCIATES	240229	09/08/2020	SIN003016	SALES TAX AUDIT SVCS-SALES QTR 1 2020	\$11,993.11
Remit to: BREA, CA					FYTD: \$11,993.11
HLP, INC.	28817	09/21/2020	18562	WEB LICENSE MONTHLY SVC FEE	\$128.10
Remit to: LITTLETON, CO					FYTD: \$32,195.10
HR GREEN PACIFIC INC.	28739	09/08/2020	136997	PLAN CHECK SVCS-JULY 2020	\$455.00
	28787	09/14/2020	137833	ON-CALL TRAFFIC ENGINEERING SERVICES	\$6,524.61
Remit to: DES MOINES, IA					FYTD: \$57,300.45
HUGHES NETWORK SYSTEMS, LLC	240254	09/14/2020	B1-365276717	INTERNET SVCS 8/30-9/30/20	\$92.34
Remit to: CHICAGO, IL					FYTD: \$277.02
HYLAND SOFTWARE, INC. (FMRLY SIRE TECHNOLOGIES)	28788	09/14/2020	LE01-165973	SIRE SOFTWARE QTRLY MAINT 11/1/20-1/31/21	\$6,270.25
Remit to: WESTLAKE, OH					FYTD: \$12,540.50
I E, INC	240345	09/28/2020	BOM20-0192	REFUND CANCELLED BUILDING PERMIT-11916 BRIAR KNOLL	\$191.20
	240346	09/28/2020	BOM20-0164	REFUND CANCELLED BUILDING PERMIT-23430 BAY	\$191.20
Remit to: WESTLAKE VILLAGE, CA					FYTD: \$573.60

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IBRAHIM, IBRAHIM	240240	09/08/2020	2002000.047	CONFERENCE & REC. CTR. RENTAL REFUND	\$773.25
Remit to: BEAUMONT, CA					FYTD: \$773.25
IMAGING SPECTRUM, INC. DBA PAKOR	28876	09/28/2020	0556892	PHOTOGRAPHIC PASSPORT SYSTEM	\$6,553.55
Remit to: PLANO, TX					FYTD: \$6,553.55
INIGUEZ, ANA	240301	09/21/2020	2002004.047	REFUND - VOVINAM MARTIAL ARTS	\$33.00
	240302	09/21/2020	2002005.047	REFUND - VOVINAM MARTIAL ARTS	\$33.00
Remit to: MORENO VALLEY, CA					FYTD: \$66.00
INLAND OVERHEAD DOOR COMPANY	28877	09/28/2020	45792	ROLL UP DOOR REPAIR-ANNEX 1 PURCHASING WAREHOUSE	\$156.25
Remit to: COLTON, CA					FYTD: \$2,352.00
IRIS PARTNERS, LLC	28741	09/08/2020	SEPTEMBER 2020	LEASE PAYMENT-LIBRARY-SEPTEMBER 2020	\$11,666.67
	28878	09/28/2020	OCTOBER 2020	LEASE PAYMENT-LIBRARY-OCTOBER 2020	\$11,666.67
Remit to: UPLAND, CA					FYTD: \$35,000.01
JITTERZ GOURMET COFFEE	28743	09/08/2020	AUGUST 28, 2020	SENIOR EATS PROGRAM-8/24-8/28/20	\$4,275.00
	28791	09/14/2020	SEPTEMBER 4,2020	SENIOR EATS PROGRAM-8/31-9/04/20	\$4,275.00
	28819	09/21/2020	SEPT 16, 2020	SENIOR EATS PROGRAM-9/7-9/11/20	\$4,275.00
	28879	09/28/2020	SEPT 18, 2020	SENIOR EATS PROGRAM-9/14-9/18/20	\$4,275.00
Remit to: REDLANDS, CA					FYTD: \$54,450.00
JTB SUPPLY CO., INC.	28820	09/21/2020	107872	TRAFFIC SIGNAL MAINT SUPPLIES	\$10,488.65
		09/21/2020	107849	TRAFFIC SIGNAL MAINT SUPPLIES	
Remit to: ORANGE, CA					FYTD: \$16,065.45

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JVS RESTAURANTS DBA LOS ZAPATAS MEXICAN RESTAURANT	28744	09/08/2020	AUGUST 28, 2020	SENIOR EATS PROGRAM-8/24-8/28/20	\$3,825.00
	28792	09/14/2020	SEPTEMBER 4,2020	SENIOR EATS PROGRAM-8/31-9/04/20	\$3,825.00
	28821	09/21/2020	SEPT 16, 2020	SENIOR EATS PROGRAM-9/7-9/11/20	\$3,825.00
	28880	09/28/2020	SEPT 18, 2020	SENIOR EATS PROGRAM-9/14-9/18/20	\$3,825.00
Remit to: MORENO VALLEY, CA					FYTD: \$49,725.00
KING, CASSANDRA	240303	09/21/2020	2002018.047	TOWNGATE COMM. CTR. RENTAL REFUND	\$200.00
Remit to: MORENO VALLEY, CA					FYTD: \$200.00
LEVEL 3 COMMUNICATIONS/FORMERLY TW TELCOM	28745	09/08/2020	141293848(a.)	INTERNET & DATA SVCS 8/17-9/16/20	\$4,986.48
		09/08/2020	141293848	LOCAL/LONG DISTANCE CALLS 8/17-9/16/20	
	28881	09/28/2020	151220824(a.)	INTERNET & DATA SVCS 9/17-10/16/20	\$3,985.66
		09/28/2020	151220824	LOCAL/LONG DISTANCE CALLS 9/17-10/16/20	
Remit to: BROOMFIELD, CO					FYTD: \$21,431.52
LIEBERT, CASSIDY, WHITMORE	240325	09/28/2020	9022020	HARASSMENT PREVENTION TRAINING	\$3,980.00
Remit to: LOS ANGELES, CA					FYTD: \$8,568.00
LSA ASSOCIATES, INC.	240255	09/14/2020	173237	RANCHO VERDE PARK SITE ASSESSMENT	\$1,577.50
Remit to: IRVINE, CA					FYTD: \$1,982.50

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LYONS SECURITY SERVICE, INC.	28747	09/08/2020	28218	SECURITY GUARD SVCS-CITY HALL-AUG 2020	\$10,093.72
		09/08/2020	28221	SECURITY GUARD SVCS-LIBRARY-AUG 2020	
		09/08/2020	28220	SECURITY GUARD SVCS-CONF & REC CTR-AUG 2020	
	28823	09/21/2020	28223	SECURITY GUARD SVCS-ERC-AUG 20-COVID-19	\$3,053.94
		09/21/2020	28219	SECURITY GUARD SVCS-CITY HALL-AUG 20-COVID-19	
Remit to: ANAHEIM, CA					FYTD: \$61,911.15
MACALUSO, ADELA	240262	09/14/2020	R20-148176	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: LOS ANGELES, CA					FYTD: \$95.00
MACAULEY, MOLLIE	240304	09/21/2020	2002002.047	SENIOR CTR. RENTAL REFUND	\$300.00
Remit to: MORENO VALLEY, CA					FYTD: \$300.00
MARCH JOINT POWERS AUTHORITY	240274	09/21/2020	51567	GAS CHARGES-M.A.R.B. BUILDING 938-JUL. 2020	\$47.22
		09/21/2020	51564	GAS CHARGES-M.A.R.B. BUILDING 823-JUL. 2020	
Remit to: RIVERSIDE, CA					FYTD: \$148.41
MARGARITAS GRILL RESTAURANT & CATERING, LLC	240230	09/08/2020	AUGUST 28, 2020	SENIOR EATS PROGRAM 8/24-8/28/20	\$4,005.00
	240256	09/14/2020	SEPTEMBER 4,2020	SENIOR EATS PROGRAM-8/31-9/04/20	\$4,050.00
	240275	09/21/2020	SEPT. 11, 2020	SENIOR EATS PROGRAM 9/7-9/11/20	\$4,050.00
	240326	09/28/2020	SEPT. 18, 2020	SENIOR EATS PROGRAM 9/14-9/18/20	\$4,050.00
Remit to: MORENO VALLEY, CA					FYTD: \$51,975.00

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
MARIPOSA LANDSCAPES, INC.	28748	09/08/2020	89895	LANDSCAPE MAINT.-SOUTH AQUEDUCT A-JUL. 2020	\$19,054.83
		09/08/2020	89894	LANDSCAPE MAINT.-PAN AM SECTION AQUEDUCT-JUL. 2020	
		09/08/2020	89893	LANDSCAPE MAINT.-NORTH AQUEDUCT-JUL. 2020	
		09/08/2020	89889	LANDSCAPE MAINT.-TOWNGATE AQUEDUCT BIKEWAY-JUL. 2020	
		09/08/2020	89891	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY-DELPHINIUM/PERHAM TO JFK-JUL20	
		09/08/2020	89905	LANDSCAPE MAINT.-SENIOR CENTER-JUL. 2020	
		09/08/2020	89890	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY/BAY AVE. TO GRAHAM-JUL. 2020	
		09/08/2020	89896	LANDSCAPE MAINT.-SOUTH AQUEDUCT B-JUL. 2020	
		09/08/2020	89892	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY/VANDENBERG TO FAY-JUL. 2020	
		09/08/2020	89903	LANDSCAPE MAINT.-LIBRARY-JUL. 2020	
		09/08/2020	89897	LANDSCAPE MAINT.-AQUEDUCT/SCE AND OLD LAKE DRIVE-JUL. 2020	
		09/08/2020	89899	LANDSCAPE MAINT.-MARCH ANNEX BUILDING-JUL. 2020	
		09/08/2020	89907	LANDSCAPE MAINT.-FIRE STATIONS 2, 6, 48, 58, 65, 91, & 99-JUL20	
		09/08/2020	89900	LANDSCAPE MAINT.-CITY YARD-JUL. 2020	
		09/08/2020	89911	LANDSCAPE MAINT.-CITY YARD SANTIAGO OFFICE-JUL. 2020	
		09/08/2020	89904	LANDSCAPE MAINT.-PUBLIC SAFETY BUILDING-JUL. 2020	
		09/08/2020	89888	LANDSCAPE MAINT.-TOWNGATE COMMUNITY CENTER-JUL. 2020	
		09/08/2020	89908	LANDSCAPE MAINT.-CITY HALL-JUL. 2020	
		09/08/2020	89909	LANDSCAPE MAINT.-CITY HALL ANNEX-JUL. 2020	
		09/08/2020	89910	LANDSCAPE MAINT.-VETERANS MEMORIAL-JUL. 2020	
		09/08/2020	89898	LANDSCAPE MAINT.-ANIMAL SHELTER-JUL. 2020	
		09/08/2020	89913	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY/FAY TO GENTIAN-JUL. 2020	
		09/08/2020	89901	LANDSCAPE MAINT.-CONFERENCE & REC. CENTER-JUL. 2020	

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Remit to: IRWINDALE, CA					FYTD: \$137,922.65
MARTINEZ, VERONICA	240305	09/21/2020	2002015.047	TOWNGATE COMM. CTR. RENTAL REFUND	\$206.20
Remit to: ADELANTO, CA					FYTD: \$206.20
MCDONALD, LATEISHA	240306	09/21/2020	2002010.047	COTTONWOOD GOLF CTR. RENTAL REFUND	\$205.00
Remit to: BEAUMONT, CA					FYTD: \$205.00
MEDINA, ANABEL	240307	09/21/2020	2002011.047	TOWNGATE COMM. CTR. RENTAL REFUND	\$200.00
Remit to: PERRIS, CA					FYTD: \$200.00
MERCHANTS BUILDING MAINTENANCE, LLC.	28825	09/21/2020	596066	COVID-19 DISINFECTANT CLEANING SVCS-RAINBOW RIDGE PORTABLE/JUL20	\$13,019.62
		09/21/2020	596064	COVID-19 DISINFECTANT CLEANING SVCS-RAINBOW RIDGE PORTABLE/MAY20	
		09/21/2020	596069	COVID-19 DISINFECTANT CLEANING SVCS-RED MAPLE PORTABLE/JUL20	
		09/21/2020	596065	COVID-19 DISINFECTANT CLEANING SVCS-RAINBOW RIDGE PORTABLE/JUN20	
		09/21/2020	596068	COVID-19 DISINFECTANT CLEANING SVCS-RED MAPLE PORTABLE/JUN20	
		09/21/2020	596070	COVID-19 DISINFECTANT CLEANING SVCS-RAINBOW RIDGE PORTABLE/AUG20	
		09/21/2020	596067	COVID-19 DISINFECTANT CLEANING SVCS-RED MAPLE PORTABLE/MAY20	
		09/21/2020	596073	COVID-19 DISINFECTANT CLEANING SVCS-RED MAPLE PORTABLE/AUG20	
	09/21/2020	596626	DAY PORTER SERVICES FOR ENHANCED COVID-19 CLEANING-AUG. 2020		
Remit to: MONTEREY PARK, CA					FYTD: \$55,552.38

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MERCHANTS LANDSCAPE SERVICES INC	28882	09/28/2020	56707	LANDSCAPE EXTRA WORK-AUG20-ZONE 03 IRRIGATION REPAIRS	\$3,779.73
		09/28/2020	56709	LANDSCAPE EXTRA WORK-AUG20-ZONE 05 IRRIGATION REPAIRS	
		09/28/2020	56708	LANDSCAPE EXTRA WORK-AUG20-ZONE 04 IRRIGATION REPAIRS	
Remit to: MONTEREY PARK, CA					FYTD: \$264,127.88
MICHAELS, JONAH	240350	09/28/2020	100938499	REIMBURSEMENT-ICC CERTIFICATES	\$135.00
Remit to: MENIFEE, CA					FYTD: \$135.00
MMVR HOMEOWNERS ASSOCIATION	240308	09/21/2020	2002020.047	CONFERENCE & REC. CTR. RENTAL REFUND	\$443.90
Remit to: RANCHO CUCAMONGA, CA					FYTD: \$557.50
MONTGOMERY PLUMBING INC	240327	09/28/2020	090520	EMERGENCY PLUMBING REPAIR-FIRE STATION 6	\$6,200.00
Remit to: MORENO VALLEY, CA					FYTD: \$28,200.00
MORENO VALLEY AQUATICS	240241	09/08/2020	AUGUST 27, 2020	SPONSORSHIP-POOL USAGE	\$400.00
Remit to: MORENO VALLEY, CA					FYTD: \$400.00
MORENO VALLEY MALL HOLDING, LLC	28884	09/28/2020	OCT. 2020 RENT	OCTOBER 2020 RENT PAYMENT FOR SP. 2078-M.V. LIBRARY BRANCH	\$6,874.54
Remit to: MORENO VALLEY, CA					FYTD: \$20,623.62
MORENO VALLEY TOW & RADIATOR	240276	09/21/2020	11175	EVIDENCE TOWING FOR PD	\$475.00
		09/21/2020	9475	EVIDENCE TOWING FOR PD	
	240328	09/28/2020	11409	EVIDENCE TOWING FOR PD	\$225.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,768.75

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MORENO VALLEY WIND SYMPHONY	240347	09/28/2020	2002022.047	CONFERENCE & REC. CTR. RENTAL REFUND	\$690.00
Remit to: MORENO VALLEY, CA					FYTD: \$690.00
MOTOPOST USA	240278	09/21/2020	148903	UNIFORM ITEMS FOR PD TRAFFIC OFFICERS	\$786.58
Remit to: SAN MARCOS, CA					FYTD: \$3,031.62
MOVAL ENTERPRISES INC. DBA MARINAJ CATERING	28750	09/08/2020	AUGUST 28, 2020	SENIOR EATS PROGRAM 8/24-8/28/20	\$3,375.00
	28794	09/14/2020	SEPTEMBER 4,2020	SENIOR EATS PROGRAM-8/31-9/04/20	\$3,375.00
	28827	09/21/2020	SEPT. 11, 2020	SENIOR EATS PROGRAM 9/7-9/11/20	\$3,375.00
	28885	09/28/2020	SEPT. 18, 2020	SENIOR EATS PROGRAM 9/14-9/18/20	\$3,240.00
Remit to: MORENO VALLEY, CA					FYTD: \$44,865.00
NATIONAL BUSINESS FURNITURE	28751	09/08/2020	MK547801	NEW OFFICE CHAIRS FOR FIRE STATION 99 BC OFFICES	\$1,139.30
Remit to: MILWAUKEE, WI					FYTD: \$1,139.30
NBS GOVERNMENT FINANCE GROUP	28828	09/21/2020	820000002	CONSULTING SERVICES-BOUNDARY MAP PREPARATION	\$800.00
		09/21/2020	820000003	CONSULTING SERVICES-BOUNDARY MAP PREPARATION	
Remit to: TEMECULA, CA					FYTD: \$1,600.00
NEXTERA ENERGY CAPITAL HOLDINGS INC.	240279	09/21/2020	588796	RENEWABLE ENERGY-MV UTILITY-AUG. 2020	\$13,455.71
Remit to: JUNO BEACH, FL					FYTD: \$133,289.10
NINYO & MOORE GEOTECHNICAL	28829	09/21/2020	241548	MORENO MDP LINE H-2 STORM DRAIN	\$6,075.50
Remit to: SAN DIEGO, CA					FYTD: \$6,075.50

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PACIFIC TELEMAGEMENT SERVICES	28752	09/08/2020	2050604	PAY PHONE SERVICES-SEP 2020	\$256.56
		09/08/2020	2048684	PAY PHONE SERVICES-AUG 2020	
	28830	09/21/2020	2052497	PAY PHONE SERVICES-OCT 2020	\$128.28
Remit to: SAN RAMON, CA					<u>FYTD:</u> \$510.12
PALACIO DE ORO NORTH HOMEOWNERS ASSOCIATION	240309	09/21/2020	2002007.047	CONFERENCE & REC. CTR. RENTAL REFUND	\$216.70
Remit to: RANCHO CUCAMONGA, CA					<u>FYTD:</u> \$330.30
PALOMARES, DELIA	240310	09/21/2020	2002012.047	TOWNGATE COMM. CTR. RENTAL REFUND	\$1,745.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,745.00
PAPER RECYCLING AND SHREDDING SPECIALISTS	240280	09/21/2020	466125	ON-SITE DOCUMENT SHREDDING SERVICES 8/6/20	\$120.00
Remit to: SAN DIMAS, CA					<u>FYTD:</u> \$120.00
PARSONS TRANSPORTATION GROUP, INC.	28887	09/28/2020	2009A007	801 0021 SR-60/MORENO BEACH IC PHASE 2	\$22,751.56
Remit to: IRVINE, CA					<u>FYTD:</u> \$99,747.28
PATTERSON INK DBA PATTERSON PRINT SHOP	240315	09/21/2020	2291	MURAL PIECES FOR IRIS PLAZA LIBRARY BRANCH	\$5,695.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$5,695.00
PEDLEY SQUARE VETERINARY CLINIC	28888	09/28/2020	AUG-2020	VETERINARY SERVICES-MV ANIMAL SHELTER	\$6,827.15
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$19,164.80

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PELGONE , LORI	240311	09/21/2020	2002019.047	TOWNGATE COMM. CTR. RENTAL REFUND	\$200.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$200.00
PEPE'S TOWING	240281	09/21/2020	93908	EVIDENCE TOWING FOR PD	\$225.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,181.25
PERCEPTIVE ENTERPRISES, INC.	28754	09/08/2020	3636	PROFESSIONAL DBE CONSULTING SERVICES	\$5,010.00
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$15,420.00
POINT EMBLEMS LLC	28755	09/08/2020	10356	CHALLENGE COINS-COMMUNITY RECOGNITION DISTRICT 2	\$994.36
Remit to: ROY, UT					<u>FYTD:</u> \$994.36
PRESS ENTERPRISE/CALIFORNIA NEWSPAPERS PARTNERSHIP	240231	09/08/2020	0011405850	PUBLIC HEARING NOTICE ADVERTISING	\$1,284.60
		09/08/2020	0011407226	PUBLIC HEARING NOTICE ADVERTISING-PEN19-0188	
		09/08/2020	0011396591	PUBLIC HEARING NOTICE ADVERTISING-PEN19-0095	
		09/08/2020	0011407223	PUBLIC HEARING NOTICE ADVERTISING-PEN20-0056	
Remit to: COLORADO SPRINGS, CO					<u>FYTD:</u> \$2,490.60
PROFESSIONAL COMMUNICATIONS NETWORK PCN	240329	09/28/2020	157500256	LIVE ANSWERING SERVICE FOR ROTATIONAL TOW PROGRAM	\$513.31
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$2,624.05

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PRUDENTIAL OVERALL SUPPLY	28756	09/08/2020	23027816	UNIFORM RENTAL & LAUNDERING SVC.-GRAFFITI REMOVAL STAFF	\$619.68
		09/08/2020	23017478	UNIFORM RENTAL & LAUNDERING SVC.-TREE MAINT. STAFF	
		09/08/2020	23024378	UNIFORM RENTAL & LAUNDERING SVC.-CONCRETE MAINT. STAFF	
		09/08/2020	23024377	UNIFORM RENTAL & LAUNDERING SVC.-STREET SWEEPING STAFF	
		09/08/2020	23024372	UNIFORM RENTAL & LAUNDERING SVC.-VEHICLE/EQUIPMENT MAINT. STAFF	
		09/08/2020	23020928	UNIFORM RENTAL & LAUNDERING SVC.-TREE MAINT. STAFF	
		09/08/2020	23020926	UNIFORM RENTAL & LAUNDERING SVC.-GRAFFITI REMOVAL STAFF	
		09/08/2020	23020925	UNIFORM RENTAL & LAUNDERING SVC.-CONCRETE MAINT. STAFF	
		09/08/2020	23024381	UNIFORM RENTAL & LAUNDERING SVC.-TREE MAINT. STAFF	
		09/08/2020	23020920	UNIFORM RENTAL & LAUNDERING SVC.-STREET MAINT. STAFF	
		09/08/2020	23027809	UNIFORM RENTAL & LAUNDERING SVC.-VEHICLE/EQUIPMENT MAINT. STAFF	
		09/08/2020	23017476	UNIFORM RENTAL & LAUNDERING SVC.-GRAFFITI REMOVAL STAFF	
		09/08/2020	23017475	UNIFORM RENTAL & LAUNDERING SVC.-CONCRETE MAINT. STAFF	
		09/08/2020	23017474	UNIFORM RENTAL & LAUNDERING SVC.-STREET SWEEPING STAFF	
		09/08/2020	23017470	UNIFORM RENTAL & LAUNDERING SVC.-STREET MAINT. STAFF	
		09/08/2020	23017469	UNIFORM RENTAL & LAUNDERING SVC.-VEHICLE/EQUIPMENT MAINT. STAFF	
		09/08/2020	23020924	UNIFORM RENTAL & LAUNDERING SVC.-STREET SWEEPING STAFF	
		09/08/2020	23020919	UNIFORM RENTAL & LAUNDERING SVC.-VEHICLE/EQUIPMENT MAINT. STAFF	
		09/08/2020	23027818	UNIFORM RENTAL & LAUNDERING SVC.-TREE MAINT. STAFF	
		09/08/2020	23027814	UNIFORM RENTAL & LAUNDERING SVC.-STREET SWEEPING STAFF	
		09/08/2020	23027815	UNIFORM RENTAL & LAUNDERING SVC.-CONCRETE MAINT. STAFF	
		09/08/2020	23027810	UNIFORM RENTAL & LAUNDERING SVC.-STREET MAINT. STAFF	

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PRUDENTIAL OVERALL SUPPLY		09/08/2020	23024379	UNIFORM RENTAL & LAUNDERING SVC.-GRAFFITI REMOVAL STAFF	
		09/08/2020	23024373	UNIFORM RENTAL & LAUNDERING SVC.-STREET MAINT. STAFF	

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PRUDENTIAL OVERALL SUPPLY	28832	09/21/2020	23044099	UNIFORM RENTAL & LAUNDERING SVC.-CFD #1 STAFF	\$729.58
		09/21/2020	23046997	UNIFORM RENTAL & LAUNDERING SVC.-SIGNS & STRIPING STAFF	
		09/21/2020	23044103	UNIFORM RENTAL & LAUNDERING SVC.-PARKS MAINT. STAFF	
		09/21/2020	23034622	UNIFORM RENTAL & LAUNDERING SVC.-PARKS MAINT. STAFF	
		09/21/2020	23044098	UNIFORM RENTAL & LAUNDERING SVC.-TRAFFIC SIGNAL MAINT. STAFF	
		09/21/2020	23046998	UNIFORM RENTAL & LAUNDERING SVC.-TRAFFIC SIGNAL MAINT. STAFF	
		09/21/2020	23037622	UNIFORM RENTAL & LAUNDERING SVC.-CFD #1 STAFF	
		09/21/2020	23040977	UNIFORM RENTAL & LAUNDERING SVC.-SIGNS & STRIPING STAFF	
		09/21/2020	23044097	UNIFORM RENTAL & LAUNDERING SVC.-SIGNS & STRIPING STAFF	
		09/21/2020	23040983	UNIFORM RENTAL & LAUNDERING SVC.-PARKS MAINT. STAFF	
		09/21/2020	23037626	UNIFORM RENTAL & LAUNDERING SVC.-PARKS MAINT. STAFF	
		09/21/2020	23040978	UNIFORM RENTAL & LAUNDERING SVC.-TRAFFIC SIGNAL MAINT. STAFF	
		09/21/2020	23047003	UNIFORM RENTAL & LAUNDERING SVC.-PARKS MAINT. STAFF	
		09/21/2020	23020927	UNIFORM RENTAL & LAUNDERING SVC.-PARKS MAINT. STAFF	
		09/21/2020	23017477	UNIFORM RENTAL & LAUNDERING SVC.-PARKS MAINT. STAFF	
		09/21/2020	23046999	UNIFORM RENTAL & LAUNDERING SVC.-CFD #1 STAFF	
		09/21/2020	23017473	UNIFORM RENTAL & LAUNDERING SVC.-CFD #1 STAFF	
		09/21/2020	23024380	UNIFORM RENTAL & LAUNDERING SVC.-PARKS MAINT. STAFF	
		09/21/2020	23027813	UNIFORM RENTAL & LAUNDERING SVC.-CFD #1 STAFF	
		09/21/2020	23020923	UNIFORM RENTAL & LAUNDERING SVC.-CFD #1 STAFF	
09/21/2020	23034618	UNIFORM RENTAL & LAUNDERING SVC.-CFD #1 STAFF			
09/21/2020	23027817	UNIFORM RENTAL & LAUNDERING SVC.-PARKS MAINT. STAFF			
09/21/2020	23040979	UNIFORM RENTAL & LAUNDERING SVC.-CFD #1 STAFF			
09/21/2020	23024376	UNIFORM RENTAL & LAUNDERING SVC.-CFD #1 STAFF			

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PRUDENTIAL OVERALL SUPPLY	28889	09/28/2020	23037618	UNIFORM RENTAL & LAUNDERING SVC.-VEHICLE/EQUIPMENT MAINT. STAFF	\$970.93
		09/28/2020	23044101	UNIFORM RENTAL & LAUNDERING SVC.-CONCRETE MAINT. STAFF	
		09/28/2020	23034615	UNIFORM RENTAL & LAUNDERING SVC.-STREET MAINT. STAFF	
		09/28/2020	23034614	UNIFORM RENTAL & LAUNDERING SVC.-VEHICLE/EQUIPMENT MAINT. STAFF	
		09/28/2020	23044100	UNIFORM RENTAL & LAUNDERING SVC.-STREET SWEEPING STAFF	
		09/28/2020	23034621	UNIFORM RENTAL & LAUNDERING SVC.-GRAFFITI REMOVAL STAFF	
		09/28/2020	23050109	UNIFORM RENTAL & LAUNDERING SVC.-TREE MAINT. STAFF	
		09/28/2020	23034623	UNIFORM RENTAL & LAUNDERING SVC.-TREE MAINT. STAFF	
		09/28/2020	23037619	UNIFORM RENTAL & LAUNDERING SVC.-STREET MAINT. STAFF	
		09/28/2020	23040975	UNIFORM RENTAL & LAUNDERING SVC.-VEHICLE/EQUIPMENT MAINT. STAFF	
		09/28/2020	23050105	UNIFORM RENTAL & LAUNDERING SVC.-STREET SWEEPING STAFF	
		09/28/2020	23047001	UNIFORM RENTAL & LAUNDERING SVC.-CONCRETE MAINT. STAFF	
		09/28/2020	23037623	UNIFORM RENTAL & LAUNDERING SVC.-STREET SWEEPING STAFF	
		09/28/2020	23050101	UNIFORM RENTAL & LAUNDERING SVC.-STREET MAINT. STAFF	
		09/28/2020	23034620	UNIFORM RENTAL & LAUNDERING SVC.-CONCRETE MAINT. STAFF	
		09/28/2020	23047004	UNIFORM RENTAL & LAUNDERING SVC.-TREE MAINT. STAFF	
		09/28/2020	23047002	UNIFORM RENTAL & LAUNDERING SVC.-GRAFFITI REMOVAL STAFF	
		09/28/2020	23050100	UNIFORM RENTAL & LAUNDERING SVC.-VEHICLE/EQUIPMENT MAINT. STAFF	
		09/28/2020	23047000	UNIFORM RENTAL & LAUNDERING SVC.-STREET SWEEPING STAFF	
		09/28/2020	23037627	UNIFORM RENTAL & LAUNDERING SVC.-TREE MAINT. STAFF	
		09/28/2020	23044096	UNIFORM RENTAL & LAUNDERING SVC.-STREET MAINT. STAFF	
		09/28/2020	23037624	UNIFORM RENTAL & LAUNDERING SVC.-CONCRETE MAINT. STAFF	
		09/28/2020	23046996	UNIFORM RENTAL & LAUNDERING SVC.-STREET MAINT. STAFF	

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PRUDENTIAL OVERALL SUPPLY		09/28/2020	23044102	UNIFORM RENTAL & LAUNDERING SVC.-GRAFFITI REMOVAL STAFF	
		09/28/2020	23044104	UNIFORM RENTAL & LAUNDERING SVC.-TREE MAINT. STAFF	
		09/28/2020	23034619	UNIFORM RENTAL & LAUNDERING SVC.-STREET SWEEPING STAFF	
		09/28/2020	23046995	UNIFORM RENTAL & LAUNDERING SVC.-VEHICLE/EQUIPMENT MAINT. STAFF	
		09/28/2020	23040976	UNIFORM RENTAL & LAUNDERING SVC.-STREET MAINT. STAFF	
		09/28/2020	23040980	UNIFORM RENTAL & LAUNDERING SVC.-STREET SWEEPING STAFF	
		09/28/2020	23040981	UNIFORM RENTAL & LAUNDERING SVC.-CONCRETE MAINT. STAFF	
		09/28/2020	23040982	UNIFORM RENTAL & LAUNDERING SVC.-GRAFFITI REMOVAL STAFF	
		09/28/2020	23040984	UNIFORM RENTAL & LAUNDERING SVC.-TREE MAINT. STAFF	
		09/28/2020	23050106	UNIFORM RENTAL & LAUNDERING SVC.-CONCRETE MAINT. STAFF	
		09/28/2020	23044095	UNIFORM RENTAL & LAUNDERING SVC.-VEHICLE/EQUIPMENT MAINT. STAFF	
		09/28/2020	23037625	UNIFORM RENTAL & LAUNDERING SVC.-GRAFFITI REMOVAL STAFF	
		09/28/2020	23050107	UNIFORM RENTAL & LAUNDERING SVC.-GRAFFITI REMOVAL STAFF	
Remit to: RIVERSIDE, CA					FYTD: \$3,908.52
PSOMAS	28757	09/08/2020	165419	CONSULTANT SURVEYING SERVICES-DAY STREET LINE EXTENSION PROJECT	\$3,407.50
	28795	09/14/2020	164905	801 0073 - JUAN BAUTISTA TRAIL ATP-2	\$1,167.10
Remit to: LOS ANGELES, CA					FYTD: \$19,059.07
QUALITY CODE PUBLISHING, LLC	28833	09/21/2020	2020-195	CODIFICATION SERVICES	\$1,650.00
		09/21/2020	2020-231	CODIFICATION SERVICES	
Remit to: SEATTLE, WA					FYTD: \$1,650.00

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
RAFAEL ORTIZ DBA LAS NUEVAS ISLAS	240267	09/14/2020	SEPTEMBER 2020	FORWARD MOVAL SMALL BUSINESS GRANT-COVID-19	\$7,500.00
Remit to: MORENO VALLEY, CA					FYTD: \$7,500.00
RAFAEL REYNOSO DBA ORTIZ LA PALMA	240268	09/14/2020	SEPTEMBER 2020	FORWARD MOVAL SMALL BUSINESS GRANT-COVID-19	\$7,500.00
Remit to: MORENO VALLEY, CA					FYTD: \$7,500.00
RAMOS, IRMA	240312	09/21/2020	R20-150692	ANIMAL SERVICES REFUND-DUPLICATE LICENSE PAYMENT	\$15.00
Remit to: MORENO VALLEY, CA					FYTD: \$15.00
READY REFRESH BY NESTLE	28835	09/21/2020	00I0035449180	BOTTLED WATER COOLER RENTAL-ARMADA ELEMENTARY/CHILD CARE	\$12.78
		09/21/2020	00I0035653633	BOTTLED WATER-VAL VERDE ACADEMY/CHILD CARE	
		09/21/2020	00I0035449420	BOTTLED WATER COOLER RENTAL-RAINBOW RIDGE ELEMENTARY/CHILD CARE	
Remit to: LOUISVILLE, KY					FYTD: \$29.84
REGIONAL GOVERNMENT SERVICES AUTHORITY	28836	09/21/2020	11246	PROFESSIONAL CONSULTANT SERVICES-HUMAN RESOURCES/JULY 2020	\$500.00
	28890	09/28/2020	11343	PROFESSIONAL CONSULTANT SERVICES-HUMAN RESOURCES/AUG. 2020	\$250.00
Remit to: CARMEL VALLEY, CA					FYTD: \$1,000.00
RHYTHM TECH PRODUCTIONS	28837	09/21/2020	444	EQUIPMENT/SERVICES FOR 2020 DRIVE IN MOVIE SERIES	\$12,600.00
Remit to: CALIMESA, CA					FYTD: \$12,600.00
RICK ENGINEERING COMPANY	28891	09/28/2020	76679	CITYWIDE PAVEMENT REHAB (FY 18/19)	\$5,323.50
Remit to: RIVERSIDE, CA					FYTD: \$6,403.50

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
RIGHTWAY SITE SERVICES, INC.	240232	09/08/2020	267664	PORTABLE RESTROOMS DELIVERY & RENTAL FOR MALL MOVIE	\$552.64
		09/08/2020	268062	PORTABLE RESTROOMS RENTAL-MARCH MIDDLE SCHOOL	
	240282	09/21/2020	268492	PORTABLE RESTROOMS RENTAL/SERVICE-MAINT. & OPS. DIVISION	\$2,605.55
		09/21/2020	268767	PORTABLE RESTROOMS/WASH STATIONS FOR FARMERS MARKET AT CRC	
		09/21/2020	268135	PORTABLE RESTROOMS RENTAL/SERVICE FOR MALL MOVIE NIGHT	
		09/21/2020	268439	PORTABLE RESTROOM RENTAL-COTTONWOOD GOLF COURSE	
		09/21/2020	268237	PORTABLE RESTROOM AND WASH STATIONS RENTALS AT POLICE STATION	
		09/21/2020	267875	PORTABLE RESTROOMS RENTAL/SERVICE FOR DRIVE-IN MOVIES	
		09/21/2020	268440	PORTABLE RESTROOMS RENTAL-EQUESTRIAN CENTER	
Remit to: LAKE ELSINORE, CA					<u>FYTD:</u> \$8,563.42
RIVERSIDE COUNTY DEPARTMENT OF HEALTH	240257	09/14/2020	HS0000006689	FRA RABIES TESTING @ PUBLIC HEALTH LAB	\$100.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$250.00
RIVERSIDE MEDICAL CLINIC	28838	09/21/2020	700000183 08/04	EMPLOYMENT PHYSICALS/DRUG SCREENINGS	\$828.00
		09/21/2020	ACCT 415831 8/19	PRE-EMPLOYMENT PHYSICAL ASSESSMENTS	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$828.00
RIVERSIDE UNIVERSITY HEALTH SYSTEMS - MEDICAL CTR	28839	09/21/2020	1155	SART EXAMS BILLING FOR PD - AUG. 2020	\$4,000.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$13,200.00

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ROADPOST USA INC DBA BLUECOSMO	28892	09/28/2020	BU01246952	SATELLITE PHONE SERVICE PLAN-FIRE	\$1,096.00
		09/28/2020	BU01257284	SATELLITE PHONE SERVICE PLAN-FIRE	
Remit to: SEATTLE, WA					FYTD: \$1,644.00
ROSAS, MARCELINA	240263	09/14/2020	R20-150592	ANIMAL SERVICES REFUND-DUPLICATE LICENSE PAYMENT	\$15.00
Remit to: MORENO VALLEY, CA					FYTD: \$15.00
RSG, INC	28840	09/21/2020	I006445	AFFORDABLE HOUSING COMPLIANCE MONITORING SERVICES-AUG. 2020	\$5,508.75
Remit to: IRVINE, CA					FYTD: \$13,563.75
RUHSMC TRAUMA SERVICES	240242	09/08/2020	2001999.047	CONFERENCE & REC. CTR. RENTAL REFUND	\$500.00
Remit to: MORENO VALLEY, CA					FYTD: \$500.00
SAINT MINA COPTIC ORTHODOX CHURCH	240264	09/14/2020	MC202450001	REFUND FOR OUTSIDE THE CITY PAYMENT	\$32.00
Remit to: RIVERSIDE, CA					FYTD: \$32.00
SALAMANCA, ESMERALDA	240348	09/28/2020	2002021.047	REFUND BALANCE - CONFERENCE & REC.CENTER	\$67.00
Remit to: MORENO VALLEY, CA					FYTD: \$67.00
SAN BERNARDINO & RIVERSIDE CO FIRE EQUIP	28893	09/28/2020	111409	FIRE SYSTEM EQUIPMENT REPAIR-FIRE STATION 2	\$559.09
		09/28/2020	111407	FIRE SYSTEM EQUIPMENT REPAIR-SENIOR CENTER	
		09/28/2020	111408	FIRE SYSTEM EQUIPMENT REPAIR-CONFERENCE & REC. CENTER	
Remit to: SAN BERNARDINO, CA					FYTD: \$2,906.47

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SARES-REGIS GROUP	240265	09/14/2020	1080	REFUND-T & M UNDESIGNATED BALANCE-REISSUE	\$15,115.89
Remit to: NEWPORT BEACH, CA					FYTD: \$15,115.89
SECURITY LOCK & KEY	28841	09/21/2020	30291	LOCK REPAIR/SERVICES-MARCH FIELD PARK	\$133.56
Remit to: RIVERSIDE, CA					FYTD: \$133.56
SERRATO, BUDDY	240313	09/21/2020	2002013.047	TOWNGATE COMM. CTR. RENTAL REFUND	\$206.20
Remit to: MORENO VALLEY, CA					FYTD: \$206.20
SNST ENTERPRISE INC. DBA OISHII SUSHI AND TERIYAKI	28759	09/08/2020	AUGUST 28, 2020	SENIOR EATS PROGRAM 8/24-8/28/20	\$3,600.00
	28796	09/14/2020	SEPTEMBER 4,2020	SENIOR EATS PROGRAM-8/31-9/04/20	\$3,600.00
	28842	09/21/2020	SEPT. 11, 2020	SENIOR EATS PROGRAM 9/7-9/11/20	\$3,600.00
	28894	09/28/2020	SEPT. 18, 2020	SENIOR EATS PROGRAM 9/14-9/18/20	\$3,600.00
Remit to: MORENO VALLEY, CA					FYTD: \$46,800.00
SOBOBA BAND OF LUISENO INDIANS	240233	09/08/2020	001	DIRECT PAY SOBOBA 804 0016 MONITORING	\$3,112.50
Remit to: SAN JACINTO, CA					FYTD: \$3,112.50
SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT	240258	09/14/2020	3695275	EMISSIONS FEES INVOICE-FIRE STATION 48	\$260.86
		09/14/2020	3693758	ANNUAL RENEWAL FEES-FIRE STATION 48	
Remit to: DIAMOND BAR, CA					FYTD: \$1,079.14
SOUTHERN CALIFORNIA EDISON	240234	09/08/2020	AUG-20 9/8/20	ELECTRICITY CHARGES	\$4,155.51
	240330	09/28/2020	SEP-20 9/28/20	ELECTRICITY CHARGES	\$19,120.20
		09/28/2020	AUG-20 9/28/20	ELECTRICITY CHARGES	
Remit to: ROSEMEAD, CA					FYTD: \$642,642.54

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SOUTHERN CALIFORNIA GAS CO.	240284	09/21/2020	AUG-2020	GAS CHARGES	\$1,952.56
Remit to: MONTEREY PARK, CA					<u>FYTD:</u> \$10,387.74
SSD ALARM FORMERLY PACIFIC ALARM SERVICE, INC	240332	09/28/2020	R-00218373	ALARM SYSTEM SERVICES FOR MOVAL & KITCHING SUBSTATIONS-OCT. 2020	\$464.85
Remit to: BEAUMONT, CA					<u>FYTD:</u> \$1,911.05
STATE BOARD OF EQUALIZATION 1	28910	09/24/2020	083120	SALES & USE TAX REPORT FOR 8/1-8/31/20	\$568.00
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$2,298.00
STATE OF CALIFORNIA DEPT. OF JUSTICE	240285	09/21/2020	466188	LIVE SCAN FINGERPRINTING APPS FOR PD-AUG. 2020	\$49.00
	240333	09/28/2020	470419	BLOOD ALCOHOL ANALYSIS SERVICES FOR PD-AUG. 2020	\$1,120.00
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$1,534.00
STATEWIDE TRAFFIC SAFETY AND SIGNS, INC	28895	09/28/2020	13006295	REPLACEMENT CRASH CUSHION & ARROW BOARD FOR PATCH TRUCK	\$20,210.69
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$20,210.69
STENO SOLUTIONS TRANSCRIPTION SVCS., INC.	28843	09/21/2020	43383	TRANSCRIPTION SERVICES FOR PD-AUG. 2020	\$311.20
Remit to: CORONA, CA					<u>FYTD:</u> \$611.08
STEPHEN H BADGETT CONSULTING LLC	28844	09/21/2020	MVU-018	CONSULTING SERVICES-REVIEW SCOPE OF WORK ON RFI'S/JUL. 2020	\$11,062.50
		09/21/2020	MVU-019	CONSULTING SERVICES-REVIEW SCOPE OF WORK ON RFI'S/AUG. 2020	
Remit to: MURRIETA, CA					<u>FYTD:</u> \$15,481.25

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STILES ANIMAL REMOVAL, INC.	240286	09/21/2020	1083	DECEASED ANIMAL REMOVAL SVCS.-DROP OFF BARRELS/BURRO 8/18-8/25	\$1,650.00	
		09/21/2020	110419	DECEASED LARGE ANIMAL REMOVAL SERVICES-AUG. 2020		
		09/21/2020	110331	DECEASED LARGE ANIMAL REMOVAL SERVICES-JUL. 2020		
Remit to: GUAISTI, CA					<u>FYTD:</u> \$2,915.00	
STRADLING, YOCCA, CARLSON & RAUTH	28760	09/08/2020	366573-0003	LEGAL SERVICES-COTTONWOOD MATTER-JUL. 2020	\$6,649.00	
		28845	09/21/2020	367392-0003	LEGAL SERVICES-COTTONWOOD MATTER-AUG. 2020	\$2,574.20
		09/21/2020	367391-0000	LEGAL SERVICES-GENERAL/HOUSING AUTHORITY MATTERS-AUG. 2020		
Remit to: NEWPORT BEACH, CA					<u>FYTD:</u> \$21,961.17	
SUNNYMEAD ACE HARDWARE	240287	09/21/2020	88378	MISC. SUPPLIES FOR PD	\$21.44	
		240334	09/28/2020	88417	MISC SUPPLIES FOR FIRE STATION 6	\$115.62
		09/28/2020	88630	MISC SUPPLIES FOR FIRE STATION 2		
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$379.09	
SUPERIOR READY MIX CONCRETE	240335	09/28/2020	151629	DELIVERY OF MIXED CONCRETE	\$769.06	
Remit to: HEMET, CA					<u>FYTD:</u> \$2,290.90	
TEAMCALIFORNIA ECONOMIC DEVELOPMENT CORPORATION	28846	09/21/2020	2695	TRADESHOW SPONSORSHIPS	\$2,500.00	
Remit to: FAIR OAKS, CA					<u>FYTD:</u> \$2,500.00	
THE ALTUM GROUP	28897	09/28/2020	5805	PEDESTRIAN HYBRID BEACON ON CACTUS AVE	\$7,419.00	
		09/28/2020	5857	PEDESTRIAN HYBRID BEACON ON CACTUS AVE		
Remit to: PALM DESERT, CA					<u>FYTD:</u> \$7,419.00	

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
THE CUPCAKE & ESPRESSO BAR	240235	09/08/2020	AUGUST 28, 2020	SENIOR EATS PROGRAM-8/24-8/28/20	\$3,825.00
	240260	09/14/2020	SEPTEMBER 4,2020	SENIOR EATS PROGRAM-8/31-9/04/20	\$3,825.00
	240289	09/21/2020	SEPT 16, 2020	SENIOR EATS PROGRAM-9/7-9/11/20	\$3,825.00
	240337	09/28/2020	SEPT 18, 2020	SENIOR EATS PROGRAM-9/14-9/18/20	\$3,825.00
Remit to: MORENO VALLEY, CA					FYTD: \$49,725.00
THE PALM HOUSE LLC DBA WOODY'S BREWHOUSE	28761	09/08/2020	AUGUST 28, 2020	SENIOR EATS PROGRAM 8/24-8/28/20	\$3,600.00
	28798	09/14/2020	SEPTEMBER 4,2020	SENIOR EATS PROGRAM-8/31-9/04/20	\$3,600.00
	28847	09/21/2020	SEPT. 11, 2020	SENIOR EATS PROGRAM 9/7-9/11/20	\$3,600.00
	28898	09/28/2020	SEPT. 18, 2020	SENIOR EATS PROGRAM 9/14-9/18/20	\$3,600.00
Remit to: MORENO VALLEY, CA					FYTD: \$46,485.00
THE SOCO GROUP INC.	28848	09/21/2020	1700452-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	\$4,913.20
		09/21/2020	1702404-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
Remit to: ORANGE, CA					FYTD: \$55,544.14
THOMSON REUTERS-WEST PUBLISHING CORP.	28849	09/21/2020	842937056	AUTO TRACK SERVICES FOR PD INVESTIGATIONS-AUG. 2020	\$1,175.16
Remit to: CAROL STREAM, IL					FYTD: \$3,525.48
TIME WARNER CABLE	240290	09/21/2020	091922301090120	FIBER INTERNET ACCESS SERVICES - SEP. 2020	\$844.00
Remit to: PITTSBURGH, PA					FYTD: \$2,532.00

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TNPP RESTAURANT INC DBA BRAVO BURGERS	28762	09/08/2020	AUGUST 28, 2020	SENIOR EATS PROGRAM-8/24-8/28/20	\$3,600.00
	28799	09/14/2020	SEPTEMBER 4,2020	SENIOR EATS PROGRAM-8/31-9/04/20	\$3,600.00
	28850	09/21/2020	SEPT 16, 2020	SENIOR EATS PROGRAM-9/7-9/11/20	\$3,600.00
	28899	09/28/2020	SEPT 18, 2020	SENIOR EATS PROGRAM-9/14-9/18/20	\$3,600.00
Remit to: MORENO VALLEY, CA					FYTD: \$46,800.00
TOWNSEND PUBLIC AFFAIRS, INC.	28900	09/28/2020	16296	CONSULTING SERVICES-LOBBYIST/ADVOCATE & GRANT WRITING-SEP. 2020	\$4,000.00
Remit to: NEWPORT BEACH, CA					FYTD: \$16,000.00
TR DESIGN GROUP, INC.	28851	09/21/2020	4419	DESIGN SVCS./TENANT IMPROVEMENTS FOR IRIS LIBRARY BRANCH PROJECT	\$4,863.28
	28901	09/28/2020	4436	DESIGN SVCS./TENANT IMPROVEMENTS FOR IRIS LIBRARY BRANCH PROJECT	\$6,489.73
Remit to: RIVERSIDE, CA					FYTD: \$77,492.35
TRUEPOINT SOLUTIONS, LLC	28902	09/28/2020	20-393	SUPPORT SERVICES-MAY 2020/RECORD TYPES FOR LAND DEVELOPMENT	\$5,662.50
Remit to: LOOMIS, CA					FYTD: \$31,670.73
TRUTEAM OF CA INC	240349	09/28/2020	BOM20-0060	REFUND CANCELLED BUILDING PERMIT-24210 DRACAEA	\$191.20
Remit to: RIVERSIDE, CA					FYTD: \$191.20
TUMON BAY RESORT & SPA	28903	09/28/2020	OCT. 2020 RENT	OCTOBER 2020 RENT (INCL. CAM, ETC.) FOR EMPLOYMENT RESOURCE CTR.	\$8,116.77
Remit to: TAMUNING, GU					FYTD: \$15,303.50

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ULTRASERV AUTOMATED SERVICES, LLC	28852	09/21/2020	233849	COFFEE SERVICE SUPPLIES-CITY YARD	\$950.22	
		09/21/2020	235145	COFFEE SERVICE SUPPLIES-CITY HALL/PUBLIC WORKS LOCATION		
		09/21/2020	233845	COFFEE SERVICE SUPPLIES-ANIMAL SHELTER		
		09/21/2020	233564	COFFEE SERVICE SUPPLIES-CITY HALL/PUBLIC WORKS LOCATION		
		09/21/2020	235146	COFFEE SERVICE SUPPLIES-CITY HALL/BREAK ROOM LOCATION		
		09/21/2020	232277	COFFEE SERVICE SUPPLIES-CONFERENCE & REC. CENTER		
		09/21/2020	232323	COFFEE SERVICE SUPPLIES-ANNEX 1		
		240243	09/08/2020	226425	COFFEE SERVICE SUPPLIES-CITY HALL/CITY CLERK LOCATION	\$1,778.51
			09/08/2020	229250	COFFEE SERVICE SUPPLIES-CITY HALL/BREAK ROOM LOCATION	
	09/08/2020		226582	COFFEE SERVICE SUPPLIES-CITY HALL/BREAK ROOM LOCATION		
	09/08/2020		230831	COFFEE SERVICE SUPPLIES-CITY HALL/PUBLIC WORKS LOCATION		
	09/08/2020		229374	COFFEE SERVICE SUPPLIES-ANIMAL SHELTER		
	09/08/2020		226583	COFFEE SERVICE SUPPLIES-ANNEX 1		
	09/08/2020		223645	COFFEE SERVICE SUPPLIES-ANIMAL SHELTER		
	09/08/2020		229382	COFFEE SERVICE SUPPLIES-CITY YARD		
	09/08/2020		223646	COFFEE SERVICE SUPPLIES-CITY HALL/BREAK ROOM LOCATION		
	Remit to: COSTA MESA, CA					<u>FYTD:</u> \$3,685.20
	ULTRASYSTEMS ENVIRONMENTAL, INC.	28800	09/14/2020	12006	MDP LINE K-1 AND K-4	\$1,453.00
Remit to: IRVINE, CA					<u>FYTD:</u> \$9,351.00	

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UNDERGROUND SERVICE ALERT	28763	09/08/2020	720200469 (a)	DIGALERT TICKETS SUBSCRIPTION SERVICE-JUL. 2020	\$227.80	
		09/08/2020	720200469 (d)	DIGALERT TICKETS SUBSCRIPTION SERVICE-JUL. 2020		
		09/08/2020	720200469 (c)	DIGALERT TICKETS SUBSCRIPTION SERVICE-JUL. 2020		
		09/08/2020	720200469 (b)	DIGALERT TICKETS SUBSCRIPTION SERVICE-JUL. 2020		
	28904	28904	09/28/2020	820200468 (a)	DIGALERT TICKETS SUBSCRIPTION SERVICE-AUG. 2020	\$216.25
			09/28/2020	820200468 (c)	DIGALERT TICKETS SUBSCRIPTION SERVICE-AUG. 2020	
			09/28/2020	820200468 (b)	DIGALERT TICKETS SUBSCRIPTION SERVICE-AUG. 2020	
			09/28/2020	820200468 (d)	DIGALERT TICKETS SUBSCRIPTION SERVICE-AUG. 2020	
	240236	240236	09/08/2020	dsb20194150 (b)	CA STATE FEE FOR REGULATORY COSTS TO DIG SAFE BOARD	\$126.28
			09/08/2020	dsb20194150 (c)	CA STATE FEE FOR REGULATORY COSTS TO DIG SAFE BOARD	
			09/08/2020	dsb20194150 (d)	CA STATE FEE FOR REGULATORY COSTS TO DIG SAFE BOARD	
			09/08/2020	dsb20194150 (a)	CA STATE FEE FOR REGULATORY COSTS TO DIG SAFE BOARD	
240339	240339	09/28/2020	dsb20194783 (d)	CA STATE FEE FOR REGULATORY COSTS TO DIG SAFE BOARD	\$126.28	
		09/28/2020	dsb20194783 (a)	CA STATE FEE FOR REGULATORY COSTS TO DIG SAFE BOARD		
		09/28/2020	dsb20194783 (b)	CA STATE FEE FOR REGULATORY COSTS TO DIG SAFE BOARD		
		09/28/2020	dsb20194783 (c)	CA STATE FEE FOR REGULATORY COSTS TO DIG SAFE BOARD		
Remit to: CORONA, CA					FYTD: \$1,053.99	
UNITED ROTARY BRUSH CORP	28853	09/21/2020	CI254710	STREET SWEEPER BRUSHES & ACCESSORIES	\$4,833.40	
		09/21/2020	CI254254	STREET SWEEPER BRUSHES & ACCESSORIES		
		09/21/2020	CI255357	STREET SWEEPER BRUSHES & ACCESSORIES		
		09/21/2020	CI255182	STREET SWEEPER BRUSHES & ACCESSORIES		
		09/21/2020	CI253455	STREET SWEEPER BRUSHES & ACCESSORIES		
	28905	09/28/2020	CI255749	STREET SWEEPER BRUSHES & ACCESSORIES	\$1,066.82	
Remit to: KANSAS CITY, MO					FYTD: \$12,816.34	
UNITED SITE SERVICES OF CA, INC.	28854	09/21/2020	114-10877249	FENCE RENTAL AT ANIMAL SHELTER 8/27-9/23/20	\$106.40	
Remit to: PHOENIX, AZ					FYTD: \$319.20	

Attachment: September 2020 Payment Register (4149 : PAYMENT REGISTER- SEPTEMBER 2020)



City of Moreno Valley
Payment Register
For Period 9/1/2020 through 9/30/2020

CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
VACATE TERMITES & PEST ELIMINATION COMPANY	28764	09/08/2020	100368	RODENT CONTROL SERVICES-JUL20-SUNNYMEAD PARK	\$1,912.00
		09/08/2020	99918	RODENT CONTROL SERVICES-JUL20-MOVAL ELECTRIC SUBSTATION	
		09/08/2020	100366	RODENT CONTROL SERVICES-JUL20-CELEBRATION PARK	
		09/08/2020	99914	RODENT CONTROL SERVICES-JUL20-KITCHING ELECTRIC SUBSTATION	
		09/08/2020	99905	RODENT CONTROL SERVICES-JUL20-SHADOW MTN. PARK	
		09/08/2020	100367	RODENT CONTROL SERVICES-JUL20-MORRISON PARK	
		09/08/2020	99907	RODENT CONTROL SERVICES-JUL20-EL POTRERO PARK	
		09/08/2020	99912	RODENT CONTROL SERVICES-JUL20-VISTA LOMAS PARK	
		09/08/2020	99910	RODENT CONTROL SERVICES-JUL20-SKATE PARK	
		09/08/2020	100369	RODENT CONTROL SERVICES-JUL20-COTTONWOOD GOLF COURSE	
		09/08/2020	100370	RODENT CONTROL SERVICES-JUL20-CONFERENCE & REC. CENTER	
		09/08/2020	99906	RODENT CONTROL SERVICES-JUL20-FAIRWAY PARK	
		09/08/2020	99903	RODENT CONTROL SERVICES-JUL20-EQUESTRIAN CENTER	
		09/08/2020	99904	RODENT CONTROL SERVICES-JUL20-JFK PARK	
		09/08/2020	100812	BEE HIVE TREATMENT & REMOVAL	
	09/08/2020	99911	RODENT CONTROL SERVICES-JUL20-EDISON EASEMENT		
Remit to: MORENO VALLEY, CA					FYTD: \$10,238.25
VALLEY CITIES GONZALES FENCE CO	28855	09/21/2020	9658	FENCE INSTALLATION MATERIALS & LABOR-LANDON TRAIL	\$4,868.00
		09/21/2020	9645	FENCE INSTALLATION MATERIALS & LABOR-SHADOW MTN. PARK	
Remit to: NORCO, CA					FYTD: \$10,118.00

Attachment: September 2020 Payment Register (4149 : PAYMENT REGISTER- SEPTEMBER 2020)



City of Moreno Valley
Payment Register
 For Period 9/1/2020 through 9/30/2020

CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
VALLEY WIDE TOWING, LLC	28856	09/21/2020	MV202450009	EVIDENCE TOWING FOR PD	\$1,125.00
		09/21/2020	20-09320	EVIDENCE TOWING FOR PD	
		09/21/2020	MV202420033	EVIDENCE TOWING FOR PD	
	28906	09/28/2020	9340	EVIDENCE TOWING FOR PD	\$562.50
		09/28/2020	9341	EVIDENCE TOWING FOR PD	
Remit to: MORENO VALLEY, CA					FYTD: \$6,481.25
VERIZON WIRELESS	240292	09/21/2020	20181807142/IRIS	REFUND-IRIS FS91 CELL TOWER/VERIZON	\$10,182.07
	240340	09/28/2020	9862551200	DATA CHARGES FOR CELLULAR SERVICE FOR PD DEVICES	\$389.61
Remit to: BELLEVUE, WA					FYTD: \$11,320.49
VICTOR MEDICAL CO	28857	09/21/2020	5141146	ANIMAL MEDICAL SUPPLIES/VACCINES	\$504.59
Remit to: LAKE FOREST, CA					FYTD: \$3,421.19
VISTA PAINT CORPORATION	28765	09/08/2020	2020-585340-00	ON-LINE TRAFFIC PAINT & GLASS BEADS	\$8,474.71
		09/08/2020	2020-578697-00	PAINTING SUPPLIES	
Remit to: FULLERTON, CA					FYTD: \$19,978.60
VOYAGER FLEET SYSTEM, INC.	28858	09/21/2020	869211615030	CNG FUEL PURCHASES	\$11,547.49
		09/21/2020	869211615035	CNG FUEL PURCHASES	
	28859	09/21/2020	869336602035	FUEL CARD CHARGES-PD TRAFFIC MOTORS	\$1,753.28
Remit to: HOUSTON, TX					FYTD: \$22,919.27
WAYNE W. CHANG DBA CHANG CONSULTANTS	28907	09/28/2020	MVL-03	MORENO VALLEY LAKE LOMR-F	\$688.50
Remit to: RANCHO SANTA FE, CA					FYTD: \$688.50
WELLS FARGO CORPORATE TRUST	28860	09/21/2020	1884502	TRUSTEE SERVICES FEE-2017 REFUNDING OF 2007 RDA TABS	\$3,500.00
Remit to: MINNEAPOLIS, MN					FYTD: \$1,325,862.55

Attachment: September 2020 Payment Register (4149 : PAYMENT REGISTER- SEPTEMBER 2020)



City of Moreno Valley
Payment Register
For Period 9/1/2020 through 9/30/2020

CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
WELLS, GLEN	240314	09/21/2020	2002014.047	TOWNGATE COMM. CTR. RENTAL REFUND	\$206.20
Remit to: MORENO VALLEY, CA					FYTD: \$206.20
WEST COAST SHOPPING CART SERVICE, INC.	240293	09/21/2020	20-091	SHOPPING CART RETRIEVAL SERVICES-AUG. 2020	\$3,340.50
Remit to: WEST COVINA, CA					FYTD: \$9,362.75
WIN-911 SOFTWARE	240341	09/28/2020	238XT080-2020918	ANNUAL MAINTENANCE - WIN-911/PRO-BDX	\$495.00
Remit to: AUSTIN, TX					FYTD: \$495.00
XEROX CAPITAL SERVICES, LLC	28801	09/14/2020	011016035	COLOR COPIER EQUIPMENT LEASE-JUL. 2020-GRAPHICS DEPT.	\$909.82
		09/14/2020	011016034	COLOR COPIER LEASE/BILLABLE PRINTS-JUL. 2020-GRAPHICS DEPT.	
	28908	09/28/2020	011016036	COLOR COPIER LEASE/BILLABLE PRINTS-JUL. 2020-PARKS DEPT. /CRC	\$2,252.21
		09/28/2020	011016037	COLOR COPIER EQUIPMENT LEASE-JUL. 2020-PARKS DEPT./CRC	
		09/28/2020	011280532	COLOR COPIER LEASE/BILLABLE PRINTS-AUG. 2020-PARKS DEPT. /CRC	
	09/28/2020	011280533	COLOR COPIER EQUIPMENT LEASE-AUG. 2020-PARKS DEPT./CRC		
	Remit to: PASADENA, CA				

TOTAL CHECKS UNDER \$25,000 **\$860,454.31**

GRAND TOTAL **\$14,916,540.32**

Attachment: September 2020 Payment Register (4149 : PAYMENT REGISTER- SEPTEMBER 2020)



Report to City Council

TO: Mayor and City Council

FROM: Michael L. Wolfe P.E., Assistant City Manager

AGENDA DATE: November 17, 2020

TITLE: APPROVE AGREEMENT FOR DETENTION BASIN MAINTENANCE SERVICES FOR PROJECT NO. DB-PM 32326 WITH MARIPOSA LANDSCAPES INC.

RECOMMENDED ACTION

1. Approve the Agreement for On-Site and/or Professional Services with Mariposa Landscapes, Inc. to provide detention basin maintenance services for Project Number DB-PM 32326 with the Land Development Division.
2. Authorize the City Manager to execute the Agreement with Mariposa Landscapes, Inc., subject to the approval of the City Attorney.
3. Authorize the issuance of a purchase order to Mariposa Landscapes, Inc. in the amount of \$54,155.00 for Fiscal Year (FY) 2020/2021 and authorize the Chief Financial Officer to approve subsequent related purchase orders for annual extensions up to a maximum of four annual extensions with Mariposa Landscapes, Inc. not to exceed \$54,155.00 annually, for a total not to exceed of \$270,775.00, in accordance with the approved terms of the Agreement, using funds collected through CFD No. 4-M.
4. Authorize the Public Works Director/City Engineer to execute subsequent extensions and/or amendments to the Agreements, including the authority to authorize subsequent associated purchase orders in accordance with the terms of the Agreements, subject to the approval of the City Attorney.

SUMMARY

This report recommends approval of the Agreement with Mariposa Landscapes, Inc. to maintain two detention basins located at the Centerpointe Business Park (Parcel Map 32326) for FY2020/2021 with four annual extensions available.

DISCUSSION

City Council established CFD-4M with the passage of Resolution 2005-97 (see Attachment 1) to collect funds from the Centerpointe Business Park property owners for the maintenance of two detention basins within the business park. The City subsequently entered an Agreement to maintain the two detention basins effective May 20, 2006 (see Attachment 2). The maintenance agreement identifies the various maintenance responsibilities of the City. In order to meet the City's obligation to maintain the basins, staff contracts the work with a vendor through a Request for Proposal. The previous contract to perform these services has expired and a new contract is needed.

The work to be performed under this contract includes furnishing all labor, material, and equipment necessary for the provision of flood control detention basins and appurtenant maintenance services located south of Brodiaea Avenue, west of Heacock Avenue, and north of Cactus Avenue as indicated in Attachment 3. All work will be performed in accordance with usual and customary flood control practices to achieve, and maintain structural soundness for the detention basins. The City will periodically inspect all the operations, work performed, and methods or materials used.

In April 2020, a Request for Proposals (RFP) for Detention Basin Maintenance was posted in Planet Bids and advertised in the Press Enterprise. On the due date of the RFP, June 2020, the City did not receive any proposals in response to the RFP. The RFP was sent out again in late June 2020, again with no proposals received. The City then reached out to vendors who currently have contracts with the City. Three vendors expressed interest and a third RFP was sent out to them in August 20, 2020. It was due on September 14, 2020 with only one proposal received from Mariposa Landscapes, Inc.

A selection committee comprised of City Staff, reviewed and rated the proposal according to the criteria established in the RFP. Mariposa Landscapes, Inc. was selected to provide detention basin maintenance services.

The proposed purchase order total is \$54,155.00 for Mariposa Landscapes, Inc. The contract total would be \$270,775.00 (the original Agreement plus four extensions at \$54,155.00 each). The cumulative amount to be expended will exceed staff's signature authority and requires City Council approval. Staff recommends that the City Council authorize the Chief Financial Officer to approve the purchase order up to \$270,775.00 for Mariposa Landscapes, Inc.

The current Procurement Policy (Policy #3.18, Section VI.B.3) allows an original agreement to be extended for four additional one-year terms. Staff recommends that the City Council approve the agreement with Mariposa Landscapes, Inc. based upon their qualifications presented in the RFP process. Staff also recommends the City Council authorize the City Manager to execute the Agreement and subsequent extensions or amendments, and authorize the Chief Financial Officer to approve subsequent related purchase orders, in accordance with the terms of the Agreement and the recommendations authorized by this staff report. Such extensions and

amendments will only be entered into upon determination that sufficient funding appropriations and program approvals have been granted by the City Council, demonstration by the consultant of having provided satisfactory performance of the services, and mutual agreement by both the City and the consultant to extend the Agreement.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *Staff recommends this alternative to maintain the structural soundness of the detention basins.*
2. Do not approve and do not authorize the recommended actions as presented in this staff report. *Staff does not recommend this alternative as it will not maintain the structural soundness of the detention basins.*

FISCAL IMPACT

The amount spent for professional detention basin maintenance services is funded through CFD No. 4-M. Revenue received for CFD No. 4-M consists of parcel fees received from business landowners for maintenance and administration costs of the detention basins within Centerpointe Business Park. Costs associated with these services are accounted for in the FY 2020/2021 Budget.

There are sufficient funds available from CFD No. 4-M to cover the maintenance services. The cost of detention basin maintenance services is recoverable and paid by the landowners. There is no impact to the General Fund.

	FY 2020/21 Original Agreement	FY 2021/22 First Extension ¹	FY 2022/23 Second Extension ¹	FY 2023/24 Third Extension ¹	FY 2024/25 Fourth Extension ¹	Cumulative Total
Detention Basin Maintenance	\$54,155.00	\$54,155.00	\$54,155.00	\$54,155.00	\$54,155.00	\$270,775.00

¹ Extensions are anticipated, based upon presently known information and may change in the future for reasons including, but not limited to, adding or removing services

NOTIFICATION

Publication of the Agenda

PREPARATION OF STAFF REPORT

Prepared By:
Hoang Nguyen, P.E.
Associate Engineer

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

Concurred By:
Michael Lloyd, P.E.
Engineering Division Manager/Assistant City Engineer

CITY COUNCIL GOALS

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

CITY COUNCIL STRATEGIC PRIORITIES

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

Objective 4.2: Develop and maintain a comprehensive Infrastructure Plan to invest in and deliver City infrastructure.

ATTACHMENTS

- 1. Resolution 2005-97
- 2. Maintenance Agreement - 4M
- 3. Agreement - Mariposa Landscapes, Inc.
- 4. Vicinity Map - PM 32326

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	11/06/20 8:09 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	11/06/20 9:34 AM

RESOLUTION NO. 2005 - 97

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, FORMING AND ESTABLISHING COMMUNITY FACILITIES DISTRICT NO. 4 – MAINTENANCE OF THE CITY OF MORENO VALLEY AND AUTHORIZING THE SUBMITTAL OF THE LEVY OF SPECIAL TAXES TO THE QUALIFIED ELECTORS THEREOF

WHEREAS, a public hearing has been held and concluded, and the CITY COUNCIL of the CITY OF MORENO VALLEY, CALIFORNIA (the "City Council"), now desires to proceed with the establishment of a community facilities district, pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982", being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the "Act") to finance certain public services involving the maintenance of certain storm water and detention basin facilities described in Exhibit A attached hereto and incorporated herein by this reference (the "Storm Water Facilities Maintenance"). Such Community Facilities District shall hereinafter be referred to as Community Facilities District No. 4 - Maintenance of the City of Moreno Valley (the "District"); and,

WHEREAS, notice of a public hearing relating to the establishment of the District, the extent of the District, the financing of the maintenance of the Storm Water Facilities and all other related matters has been given, and a Community Facilities District Report, as ordered by this City Council, has been presented to this City Council and has been made a part of the record of the hearing to establish such District; and,

WHEREAS, the City Council desires to remove certain territory originally proposed to be included in the District; and

WHEREAS, all communications relating to the establishment of the District, the Storm Water Facilities Maintenance and the rates and methods of apportionment of the special tax proposed to be levied within the District have been presented, and it has further been determined that a majority protest as defined by law has not been received against these proceedings or the levy of the special tax within the District; and

WHEREAS, inasmuch as there have been less than twelve (12) registered voters residing within the territory of the District for at least the preceding ninety (90) days, the authorization to levy special taxes within the District shall be submitted to the landowners of the District, such landowners being the qualified electors as authorized by law.

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

SECTION 1. Recitals. The above recitals are all true and correct.

SECTION 2. Determinations. It is hereby determined by this City Council that:

Attachment: Resolution 2005-97 (4198 : APPROVE AGREEMENT FOR DETENTION BASIN MAINTENANCE SERVICES)

- A. All prior proceedings pertaining to the formation of the District were valid and taken in conformity with the requirements of the law, and specifically the provisions of the Act, and that this finding and determination is made pursuant to the provisions of Government Code Section 53325.1.
- B. The public services proposed to be financed by the District are in addition to those public services provided in the territory proposed to be included within the District prior to the establishment of the District and do not supplant services already available within the territory proposed to be included in the District. Such public services are necessary to meet the increased demand for such services resulting from new development within the District.
- C. The written protests received, if any, do not represent a majority protest as defined by the applicable provisions of the Act and, therefore, the special tax proposed to be levied within the District has not been precluded by majority protest pursuant to Section 53324 of the Government Code of the State of California.
- D. The District as proposed conforms to the City of Moreno Valley statement of goals and policies regarding the establishment of community facilities districts (the "Goals and Policies").
- E. Less than twelve (12) registered voters have resided within the territory within the District for each of the ninety (90) days preceding the close of the public hearing, therefore, pursuant to the Act the qualified electors of the District shall be the landowners of such District as such term is defined in Government Code Section 53317(f) and each such landowner who is the owner of record as of the close of the public hearing, or the authorized representative thereof, shall have one vote for each acre or portion of an acre of land that she or he owns within the District.
- F. The time limit specified by the Act for conducting an election to submit the levy of the special taxes to the qualified electors of the District and the requirements for impartial analysis and ballot arguments have been waived with the unanimous consent of the qualified electors of the District.
- G. The City Clerk, acting as the election official, has consented to conducting any required election on a date which is less than 125 days following the adoption of any resolution forming and establishing the District.

SECTION 3. Community Facilities District Report. The Community Facilities District Report, as now submitted, shall stand as the Community Facilities District Report for all future proceedings and all terms and contents are approved as set forth therein.

SECTION 4. Name of District. This legislative body does hereby establish and declare the formation of the Community Facilities District known and designated as "Community Facilities District No. 4 – Maintenance of the City of Moreno Valley."

SECTION 5. Boundaries of the District. The boundaries of the District are generally described as follows:

All property within the boundaries of the District, as shown on a boundary map as previously approved by this legislative body, such map designated "PROPOSED BOUNDARY OF COMMUNITY FACILITIES DISTRICT NO. 4 - MAINTENANCE OF THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA", a copy of which is on file in the Office of the City Clerk. The boundary map of the proposed District has been filed pursuant to Sections 3111 and 3113 of the Streets and Highways Code of the State of California in the Office of the County Recorder of the County of Riverside, as Instrument No. 2005-0785280 at Page 19 of Book 64 of the Book of Maps of Assessment and Community Facilities Districts for such County.

SECTION 6. Public Services. A general description of the Storm Water Facilities Maintenance proposed to be financed by the District is set forth in Exhibit A attached hereto and incorporated herein by this reference.

Such maintenance shall include, but not be limited to, the provision of all labor, material, administration, personnel, equipment and utilities necessary to provide such Storm Water Facilities Maintenance.

The cost of the Storm Water Facilities Maintenance may include those Incidental Expenses as such term is defined in Government Code Section 53317(e) related to the Storm Water Facilities Maintenance.

SECTION 7. Special Tax. Except where funds are otherwise available, special taxes, secured by recordation of a continuing lien against all non-exempt real property in the District, are hereby authorized, subject to voter approval, to be levied annually within the boundaries of such District to (a) finance the Storm Water Facilities Maintenance, and (b) pay Incidental Expenses including, but not limited to, all costs associated with the establishment of the District, the determination of the amount of any special taxes to be levied, the costs of collecting any special taxes, and costs otherwise incurred in order to carry out the authorized purposes of the District. For further particulars as to the rate and method of apportionment of the special tax proposed to be levied within the District, reference is made to the attached and incorporated as Exhibit "B", which sets forth in sufficient detail the method of apportionment to allow each landowner or resident within the District to clearly estimate the maximum amount that such person will have to pay for such services.

The special taxes herein authorized shall be collected in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency, as applicable for ad valorem taxes; however, as applicable, this legislative body may, by resolution, establish and adopt an alternate or supplemental procedure as necessary. Any special taxes that may not be collected on the County tax roll shall be collected through a direct billing procedure by the Treasurer of the City of Moreno Valley, acting for and on behalf of the District.

Upon recordation of a Notice of Special Tax Lien pursuant to Section 3114.5 of the Streets and Highways Code of the State of California, a continuing lien to secure each levy of the special tax shall attach to all nonexempt real property in the District and this lien shall continue in force and effect until the collection of the tax by the legislative body ceases.

SECTION 8. Special Tax Accountability Measures. Pursuant to and in compliance with the provisions of Government Code Section 50075.1, this City Council hereby establishes the following accountability measures pertaining to the levy by the District of the special taxes described in Section 7 above:

- A. The special taxes shall be levied for the specific purposes set forth in Sections 6 and 7. above.
- B. The proceeds of the levy of the special taxes shall be applied only to the specific applicable purposes set forth in Sections 6 and 7. above.
- C. The District shall establish a separate account into which the proceeds of such special taxes shall be deposited.
- D. The City Manager or his or her designee, acting for and on behalf of the District, shall annually file a report with the City Council as required pursuant to Government Code Section 50075.3.

SECTION 9. Preparation of Annual Tax Roll. The name, address and telephone number of the office, department or bureau which will be responsible for preparing annually a current roll of special tax levy obligations by Assessor's parcel number and which shall be responsible for estimating future special tax levies pursuant to Section 53340.1 of the Government Code of the State of California, are as follows:

City of Moreno Valley
 Public Works/Enterprise Services Administration
 14325 Frederick Street, Suite 9
 P.O. Box 88005
 Moreno Valley, CA 92552-0805
 (951) 413-3480

SECTION 10. Election. This legislative body herewith submits the levy of the special taxes to the qualified electors of the District, such electors being the landowners

Attachment: Resolution 2005-97 (4198 : APPROVE AGREEMENT FOR DETENTION BASIN MAINTENANCE SERVICES)

within the District with each landowner having one (1) vote for each acre or portion thereof of land which he or she owns within the District.

This legislative body hereby further directs that the separate ballot propositions relating to the levy of the above referenced special taxes within the District be combined and consolidated with the proposition set forth in Section 11 below relating to the establishment of an appropriations limit for the District.

The proposition related to the levy of the special taxes shall, together with a proposition to establish an appropriations limit for the District, shall be submitted to the qualified voters at a special election to be held on (a) October 25, 2005 or (b) such other date as the qualified electors and the City Clerk may mutually agree and such election shall be a special election to be conducted by the City Clerk (hereinafter referred to as the "Election Official"). If the proposition for the levy of the special taxes receive the approval of more than two-thirds (2/3) of the votes cast on the proposition, the special tax thereby approved may be levied as provided for in this Resolution.

SECTION 11. Ballot Proposals. The ballot proposals to be submitted to the qualified voters at the election shall generally be as follows:

PROPOSITION A

Shall the Community Facilities District No. 4 - Maintenance, subject to the accountability measures set forth in Government Code Section 50075.1, levy a special tax throughout such district pursuant to the rate and method of apportionment thereof set forth in such resolution (the "Rate and Method") for the purposes of financing the maintenance storm drain and detention basin improvements, the administration of such district, the levy and collection of such special tax and the replenishment of the contingency reserve for such district?

PROPOSITION B

Shall the City of Moreno Valley Community Facilities District No. 4 - Maintenance establish an Article XIIB appropriations limit equal to \$5,000,000?

SECTION 12. Vote. The appropriate mark placed on the line preceding the word "YES" shall be counted in favor of the adoption of the proposition, and the appropriate mark placed on the line preceding the word "NO" in the manner as authorized, shall be counted against the adoption of such proposition.

SECTION 13. Election Procedure. The Election Official is hereby authorized to take any and all steps necessary for holding the above election. The Election Official shall perform and render all services and proceedings incidental to and connected with the conduct of the election, including but not limited to, the following:

- A. Prepare and furnish to the necessary election supplies for the conduct of the election.
- B. Cause to be printed the requisite number of official ballots, tally sheets and other necessary forms.
- C. Furnish official ballots for the qualified electors of the District.
- D. Cause the official ballots to be presented to the qualified electors, as required by law.
- E. Receive the returns of the election and supplies.
- F. Sort and assemble the election material and supplies in preparation for the canvassing of the returns.
- G. Canvass the returns of the election.
- H. Furnish a tabulation of the number of votes given in the election.
- I. Conduct and handle all other matters relating to the proceedings and conduct of the election in the manner and form as required by law.

SECTION 14. Notice of Exemption. The City Manager or his designee is hereby directed to file a Notice of Exemption 15062 of the California Code of Regulations with the County Clerk of the County of Riverside pertaining to the formation of the District and the authorization to levy special taxes therein.

SECTION 15. Effective Date: This Resolution shall become effective upon its adoption.

APPROVED AND ADOPTED this 25th day of October, 2005.

Ricardo A. Stevenson
Mayor of the City of Moreno Valley

ATTEST:

Olivia Reed
City Clerk

APPROVED AS TO FORM:

Robert O'Hernim
City Attorney

Attachment: Resolution 2005-97 (4198 : APPROVE AGREEMENT FOR DETENTION BASIN MAINTENANCE SERVICES)

RESOLUTION JURAT

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

I, ALICE REED, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2005-97 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 25th day of October, 2005, by the following vote:

- AYES: Council Members Batey, Flickinger, West, White, and Mayor Stewart
- NOES: None
- ABSENT: None
- ABSTAIN: None

Alice Reed
CITY CLERK

(SEAL)

Attachment: Resolution 2005-97 (4198 : APPROVE AGREEMENT FOR DETENTION BASIN MAINTENANCE SERVICES)

EXHIBIT "A"

COMMUNITY FACILITIES DISTRICT NO. 4 – MAINTENANCE OF THE CITY OF MORENO VALLEY

Maintenance Services

In accordance with the following Upstream Improvement Maintenance Tasks and Schedule, the City will perform the below operation and maintenance services.

Task	Access Road	Detention Basin Side Slopes	Detention Basin Bottom	Detention Basin Inlets	Detention Basin Outlet or Overflow Control Structures	Catch Basin Inlets	Catch Basin Sumps	Storm Drain System	Schedule
Inspect for Sediment Accumulation			▪	▪	▪	▪	▪	▪	Annually
Remove Sediment Accumulation			▪	▪	▪	▪	▪	▪	Every 5-10 Years
Inspect for Debris (dead vegetation and Trash)	▪	▪	▪	▪	▪	▪	▪	▪	Early Spring, fall and after major storms
Clean Debris	▪	▪	▪	▪	▪	▪	▪	▪	As needed
Inspect for Erosion	▪	▪	▪	▪					Early Spring, fall and after major storms
Reestablish permanent vegetation		▪	▪						As needed
Remove dead vegetation				▪	▪				Annually—early spring
Spray Herbicide	▪			▪	▪				Annually—early spring
Apply pre-emergent	▪			▪	▪				Annually--fall
Replace stone rip-rap				▪	▪				Every 3-5 years as needed
Mowing		▪	▪						0-2 times annually
Inspect structural elements during wet weather and compare to as-built plans				▪	▪			▪	Annually

Attachment: Resolution 2005-97 (4198 : APPROVE AGREEMENT FOR DETENTION BASIN MAINTENANCE SERVICES)

Task	Access Road	Detention Basin Side Slopes	Detention Basin Bottom	Detention Basin Inlets	Detention Basin Outlet: or Overflow Control Structures	Catch Basin Inlets	Catch Basin Sumps	Storm Drain System	Schedule
Make adjustments or replacements as determined by annual wet weather inspections			▪	▪	▪			▪	As needed
Keep records of all inspections and maintenance activities	▪	▪	▪	▪	▪	▪	▪	▪	Annually
Keep records of all costs for inspections, maintenance and repairs	▪	▪	▪	▪	▪	▪	▪	▪	Annually

City shall not perform or otherwise be responsible to implement any monitoring or mitigation compliance or certify to monitoring or mitigation compliance affecting the Upstream Improvements pursuant to, (i) any conservation covenant or easement, and (ii) any permits issued by the United States Army Corps of Engineers or other similar governmental regulatory agencies.

Attachment: Resolution 2005-97 (4198 : APPROVE AGREEMENT FOR DETENTION BASIN MAINTENANCE SERVICES)

EXHIBIT "B"

**COMMUNITY FACILITIES DISTRICT NO. 4 – MAINTENANCE
OF THE CITY OF MORENO VALLEY**

**RATE AND METHOD OF APPORTIONMENT
OF SPECIAL TAXES**

Attachment: Resolution 2005-97 (4198 : APPROVE AGREEMENT FOR DETENTION BASIN MAINTENANCE SERVICES)

Rate and Method of Apportionment

**RATE AND METHOD OF APPORTIONMENT FOR
COMMUNITY FACILITIES DISTRICT NO. 4 - MAINTENANCE
OF THE CITY OF MORENO VALLEY**

A Special Tax as hereinafter defined shall be levied on all Assessor's Parcels in Community Facilities District No. 4 - Maintenance of the City of Moreno Valley ("CFD No. 4M") and collected each Fiscal Year commencing in Fiscal Year 2006-07, in an amount determined by the City Council through the application of the appropriate Special Tax for "Developed Property" and "Undeveloped Property" as described below. All of the real property in CFD No. 4M shall be taxed for the purposes, to the extent and in the manner herein provided, except property defined as Exempt Property and subject to Section E below.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 4M: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or designee thereof or both); the costs of collecting the Special Taxes (whether by the City or otherwise); the costs to the City, CFD No. 4M or any designee thereof related to any appeal of the Special Tax; the costs associated with the release of funds from an escrow or appeals account, including appraisal costs; and the City's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated by the CFD Administrator or advanced by the City or CFD No. 4M for any other administrative purposes of CFD No. 4M, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Annual Construction Inflation Index" means the annual percentage change in the Engineering News-Record Building Cost Index for the City of Los Angeles, measured as of the calendar year, which ends in the previous Fiscal Year. In the event this index ceases to be published, the inflation index shall be another index as determined by the CFD Administrator that is reasonably comparable to the Engineering News-Record Building Cost Index for the City of Los Angeles.

"Assessor's Parcel" means a parcel shown in an Assessor's Parcel Map with an assigned Assessor's Parcel Number.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel Number.

Attachment: Resolution 2005-97 (4198 : APPROVE AGREEMENT FOR DETENTION BASIN MAINTENANCE SERVICES)

Rate and Method of Apportionment

“**CFD Administrator**” means the Enterprise Services Manager of the City of Moreno Valley, or designee thereof, responsible for determining the Annual Special Tax Requirement and providing for the levy and collection of the Special Taxes.

“**CFD No. 4M**” means Community Facilities District No. 4 - Maintenance of the City of Moreno Valley.

“**CFD Public Facilities**” means those public facilities authorized to be maintained by CFD No. 4M.

“**CFD Public Facilities Costs**” means either \$35,000, indexed annually by the Annual Construction Inflation Index, or such lower number as shall be determined by the CFD Administrator as sufficient to finance the maintenance of CFD No. 4M public facilities.

“**City**” means the City of Moreno Valley.

“**City Council**” means the City Council of the City, acting as the legislative body of CFD No. 4M.

“**County**” means the County of Riverside.

“**Final Map**” means a final map or parcel map, or portion thereof, approved by the City pursuant to the Subdivision Map Act (California Government Code Section 66410 *et seq.*) that creates individual lots for which building permits may be issued.

“**Fiscal Year**” means the period starting July 1 and ending on the following June 30.

“**Land Area**” means the square footage of land on a Parcel, excluding rights-of-way, as shown on the applicable final map, parcel map, condominium plan, or other recorded parcel map or if the Land Area is not shown on said map, the Land Area of an Assessor’s Parcel as shown on an Assessor’s Parcel Map, excluding rights-of-way. If the Land Area is presented in acreage, then the square footage equals the acreage multiplied by 43,560 (square footage per acre).

“**Maintenance Fund**” means the fund that is used to disburse funds to pay the cost to maintain public flood control improvements funded with bond proceeds or Special Taxes within the boundaries of CFD No. 4M.

“**Parcel**” means the land that corresponds to the descriptions shown in Exhibit “A” attached hereto and incorporated herein.

“**Property**”:

“**Developed Property**” means for each Fiscal Year, all Taxable Property not otherwise classified as Undeveloped Property or for which a building permit for new construction was issued prior to March 1 of the prior Fiscal Year.

Attachment: Resolution 2005-97 (4198 : APPROVE AGREEMENT FOR DETENTION BASIN MAINTENANCE SERVICES)

Rate and Method of Apportionment

“**Exempt Property**” means any property not subject to Special Tax as described under Section E, herein.

“**Taxable Property**” means all of the Assessor’s Parcels within the boundaries of CFD No. 4M, which are not classified as Exempt Property from the Special Tax pursuant to law or Section E, herein.

“**Undeveloped Property**” means, for each Fiscal Year, all Taxable Property not classified as Developed Property.

“**Proportionately**” means the ratio of the Annual Special Tax Requirement to the total of the Maximum Annual Special Taxes for Developed Property plus the Maximum Annual Special Taxes for Undeveloped Property.

“**State**” means the State of California.

“**Tax**”:

“**Annual Special Tax Requirement**” means that amount required in any Fiscal Year for CFD No. 4M to pay the CFD Public Facilities Costs and Administrative Expenses. In arriving at the Annual Special Tax Requirement, the CFD Administrator shall take into account the reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year and shall give a credit for funds available to reduce the Special Tax levy.

“**Maximum Annual Special Tax**” means the maximum Special Tax, determined in accordance with Section C, that can be levied in any Fiscal Year on any Assessor’s Parcel.

“**Special Tax**” means the special tax to be levied in each Fiscal Year on each Assessor’s Parcel of Developed Property and Undeveloped Property to fund the Annual Special Tax Requirement.

B. CLASSIFICATION OF PROPERTIES

Each Fiscal Year, all Property within CFD No. 4M shall be classified as Developed Property, Undeveloped Property or Exempt Property and shall be subject to the Special Taxes in accordance with the rate and method of apportionment determined pursuant to Sections C and D.

Attachment: Resolution 2005-97 (4198 : APPROVE AGREEMENT FOR DETENTION BASIN MAINTENANCE SERVICES)

Rate and Method of Apportionment

C. SPECIAL TAX RATE

1. Developed Property

a. Maximum Annual Special Tax

The Maximum Annual Special Tax for each Assessor's Parcel shall be \$0.007370 per square foot of Land Area for Fiscal Year 2006-07 and shall increase each year thereafter, commencing on July 1, 2007 and on July 1 of each Fiscal Year thereafter, by an amount equal to the Annual Construction Inflation Index increase. A summary of the Maximum Annual Special Tax for FY 2006-07 is shown below:

2. Undeveloped Property

a. Maximum Annual Special Tax

The Maximum Annual Special Tax for each Assessor's Parcel shall be \$0.007370 per square foot of Land Area for Fiscal Year 2006-07 and shall increase each year thereafter, commencing on July 1, 2007 and on July 1 of each Fiscal Year thereafter, by an amount equal to the Annual Construction Inflation Index increase.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing with Fiscal Year 2006-07 and for each following Fiscal Year, the City Council shall levy the Maximum Annual Special Tax until the amount of Special Taxes levied equals the Annual Special Tax Requirement. The Maximum Annual Special Tax shall be levied each Fiscal Year as follows:

The Maximum Annual Special Tax shall be levied Proportionately on each Assessor's Parcel of Developed Property and Undeveloped Property at up to 100% of the applicable Maximum Annual Special Tax.

E. EXEMPTIONS

The City Council shall classify as Exempt Property: (i) Assessor's Parcels owned by the State of California, Federal or other local governments; (ii) Assessor's Parcels which are used as places of worship and are exempt from *ad valorem* property taxes because they are owned by a religious organization; (iii) Assessor's Parcels used exclusively by a homeowners association; (iv) Assessor's Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement; and (v) any other Assessor's Parcels at the reasonable discretion of the City Council

Attachment: Resolution 2005-97 (4198 : APPROVE AGREEMENT FOR DETENTION BASIN MAINTENANCE SERVICES)

Rate and Method of Apportionment

F. MANNER OF COLLECTION

The Maximum Annual Special Tax shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that CFD No. 4M may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

G. TERM OF SPECIAL TAX

The Maximum Annual Special Tax shall be levied on Developed and Undeveloped Property in perpetuity from the Fiscal Year after which the tax is first levied, unless sooner rescinded by the City Council.

H. APPEALS

Any landowner who feels that the amount of the Special Tax levied on their Assessor's Parcel is in error may submit a written appeal to CFD No. 4M. The CFD Administrator shall review the appeal and if the CFD Administrator concurs, the amount of the Special Tax levied shall be appropriately modified.

The City Council may interpret this Rate and Method of Apportionment for purposes of clarifying any ambiguity and make determinations relative to the annual administration of the Special Tax and any landowner appeals. Any decision of the City Council shall be final and binding as to all persons.

Attachment: Resolution 2005-97 (4198 : APPROVE AGREEMENT FOR DETENTION BASIN MAINTENANCE SERVICES)

Exhibit A

**EXHIBIT "A"
PROPERTY DESCRIPTION OF PARCELS WITHIN
COMMUNITY FACILITIES DISTRICT NO. 4 - MAINTENANCE**

PARCEL 1/PORCION OF APN# 297-170-007:

A PARCEL OF LAND IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA INCLUDED WITHIN LOT 6, BLOCK 242 OF MAP NO. 1, BEAR VALLEY AND ALESSANDRO DEVELOPMENT CO., AS SHOWN BY MAP ON FILE IN BOOK 11, PAGE 10 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, WHICH LIES WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 6; THENCE ALONG THE WESTERLY LINE OF SAID LOT 6 NORTH 00°25'46" EAST 660.16 FEET TO THE NORTHWEST CORNER OF SAID LOT 6; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 6 SOUTH 89°34'17" EAST 300.21 FEET; THENCE SOUTH 00°27'30" WEST 660.17 FEET TO THE SOUTHERLY LINE OF SAID LOT 6; THENCE ALONG SAID SOUTHERLY LINE NORTH 89°34'09" WEST 299.87 FEET TO THE POINT OF BEGINNING.

EXCLUDING THAT PORTION LYING WITHIN BRODIAEA AVENUE.

PARCEL 2/PORCION OF APN# 297-170-007:

A PARCEL OF LAND IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA INCLUDED WITHIN LOT 6, BLOCK 242 OF MAP NO. 1, BEAR VALLEY AND ALESSANDRO DEVELOPMENT CO., AS SHOWN BY MAP ON FILE IN BOOK 11, PAGE 10 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, WHICH LIES WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 6; THENCE ALONG THE WESTERLY LINE OF SAID LOT 6 NORTH 00°25'46" EAST 660.16 FEET TO THE NORTHWEST CORNER OF SAID LOT 6; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 6 SOUTH 89°34'17" EAST 300.21 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHERLY LINE SOUTH 89°34'17" EAST 359.91 FEET TO THE NORTHEAST CORNER OF SAID LOT 6; THENCE ALONG THE EASTERLY LINE OF SAID LOT 6 SOUTH 00°25'48" WEST 660.18 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 6 NORTH 89°34'09" WEST 360.24 FEET TO A LINE THAT BEARS SOUTH 00°27'30" WEST FROM THE POINT OF BEGINNING; THENCE ALONG SAID LINE NORTH 00°27'30" EAST 660.17 FEET TO THE POINT OF BEGINNING.

EXCLUDING THAT PORTION LYING WITHIN BRODIAEA AVENUE.

Attachment: Resolution 2005-97 (4198 : APPROVE AGREEMENT FOR DETENTION BASIN MAINTENANCE SERVICES)

Exhibit A

PARCEL 3/APN# 297-170-006:

LOT 7, BLOCK 242 OF MAP NO. 1, BEAR VALLEY AND ALESSANDRO DEVELOPMENT CO., AS SHOWN BY MAP ON FILE IN BOOK 11, PAGE 10 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY LOCATED IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

EXCLUDING THAT PORTION LYING WITHIN BRODIAEA AVENUE.

PARCEL 4/APN# 297-170-013, 014, 030 & 031:

LOTS 1, 2, 7 AND 8, BLOCK 259 OF MAP NO. 1, BEAR VALLEY AND ALESSANDRO DEVELOPMENT CO., AS SHOWN BY MAP ON FILE IN BOOK 11, PAGE 10 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY LOCATED IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

EXCLUDING THOSE PORTIONS LYING WITHIN BRODIAEA AVENUE, GRAHAM STREET AND CACTUS AVENUE.

PARCEL 5/APN# 297-170-033:

LOT 4, BLOCK 260 OF MAP NO. 1, BEAR VALLEY AND ALESSANDRO DEVELOPMENT CO., AS SHOWN BY MAP ON FILE IN BOOK 11, PAGE 10 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY LOCATED IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

EXCLUDING THOSE PORTIONS LYING WITHIN BRODIAEA AVENUE AND GRAHAM STREET.

PARCEL 6/PORIONS OF APN# 297-170-023 & 025 and 297-190-005:

A PARCEL OF LAND IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA INCLUDED WITHIN LOTS 2, 3, 6 AND 7, BLOCK 260 OF MAP NO. 1, BEAR VALLEY AND ALESSANDRO DEVELOPMENT CO., AS SHOWN BY MAP ON FILE IN BOOK 11, PAGE 10 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, WHICH LIES WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

Attachment: Resolution 2005-97 (4198 : APPROVE AGREEMENT FOR DETENTION BASIN MAINTENANCE SERVICES)

Exhibit A

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 3; THENCE ALONG THE NORTHERLY LINES OF SAID LOTS 2 AND 3 SOUTH 89°34'31" EAST 950.22 FEET TO A POINT THAT BEARS NORTH 89°34'31" WEST 369.97 FEET ALONG SAID NORTHERLY LINE OF LOT 2 FROM THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 00°26'28" WEST 1,320.24 FEET TO THE CENTERLINE OF CACTUS AVENUE; THENCE ALONG SAID CENTERLINE NORTH 89°35'02" WEST 949.99 FEET TO THE WESTERLY LINE OF SAID LOT 6; THENCE ALONG SAID WESTERLY LINE AND THE WESTERLY LINE OF SAID LOT 3 NORTH 00°25'52" EAST 1,320.38 FEET TO THE POINT OF BEGINNING.

EXCLUDING THOSE PORTIONS LYING WITHIN BRODIAEA AVENUE AND CACTUS AVENUE.

PARCEL 7/PORCTIONS OF APN# 297-170-023 & 041:

A PARCEL OF LAND IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA INCLUDED WITHIN LOTS 1, 2 AND 8, BLOCK 260 OF MAP NO. 1, BEAR VALLEY AND ALESSANDRO DEVELOPMENT CO., AS SHOWN BY MAP ON FILE IN BOOK 11, PAGE 10 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, WHICH LIES WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF SAID LOT 1 AND A LINE PARALLEL WITH AND 83.50 FEET WESTERLY, MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF HEACOCK STREET, SAID PARALLEL LINE ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF HEACOCK CHANNEL; THENCE ALONG SAID PARALLEL LINE SOUTH 00°25'53" WEST 1,046.73 FEET; THENCE NORTH 35°07'47" WEST 501.39 FEET TO A LINE PARALLEL WITH AND 285.00 FEET EASTERLY, MEASURED AT RIGHT ANGLES FROM THE WESTERLY LINE OF SAID LOT 1; THENCE ALONG SAID PARALLEL LINE NORTH 00°25'53" EAST 85.97 FEET; THENCE NORTH 35°07'47" WEST 163.67 FEET; THENCE NORTH 89°33'32" WEST 61.47 FEET; THENCE NORTH 35°07'47" WEST 467.90 FEET TO A LINE PARALLEL WITH AND 39.00 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES FROM THE NORTHERLY LINE OF SAID LOT 2; THENCE NORTH 00°25'29" EAST 39.00 FEET TO THE NORTERLY LINE OF SAID LOT 2; THENCE ALONG THE NORTHERLY LINES OF SAID LOTS 1 AND 2 SOUTH 89°34'31" EAST 720.37 FEET TO THE POINT OF BEGINNING.

EXCLUDING THAT PORTION LYING WITHIN BRODIAEA AVENUE.

PARCEL 8/PORCTIONS OF APN# 297-170-023, 025 & 041:

A PARCEL OF LAND IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA INCLUDED WITHIN LOTS 1, 2, 7 AND 8, BLOCK 260 OF MAP NO. 1, BEAR VALLEY AND ALESSANDRO DEVELOPMENT CO., AS SHOWN BY MAP ON FILE IN BOOK 11, PAGE 10 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, WHICH LIES WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

Attachment: Resolution 2005-97 (4198 : APPROVE AGREEMENT FOR DETENTION BASIN MAINTENANCE SERVICES)

Exhibit A

COMMENCING AT A POINT ON THE NORTHERLY LINE OF SAID LOT 2, SAID POINT BEARS NORTH 89°34'31" WEST 369.97 FEET ALONG SAID NORTHERLY LINE OF LOT 2 FROM THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 00°26'28" WEST 419.53 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°33'32" EAST 559.85 FEET; THENCE SOUTH 35°07'47" EAST 163.67 FEET TO A LINE PARALLEL WITH AND 285.00 FEET EASTERLY, MEASURED AT RIGHT ANGLES FROM THE WESTERLY LINES OF SAID LOTS 1 AND 8; THENCE ALONG SAID PARALLEL LINE SOUTH 00°25'53" WEST 767.30 FEET TO THE CENTERLINE OF CACTUS AVENUE; THENCE ALONG SAID CENTERLINE NORTH 89°35'02" WEST 655.20 FEET TO A LINE THAT BEARS SOUTH 00°26'28" WEST FROM THE POINT OF BEGINNING; THENCE NORTH 00°26'28" EAST 900.71 FEET TO THE POINT OF BEGINNING.

EXCLUDING THAT PORTION LYING WITHIN CACTUS AVENUE.

PARCEL 9/PORCION OF APN# 297-170-020:

PARCEL 2 OF LOT LINE ADJUSTMENT NO. 931 RECORDED JUNE 11, 2003 AS INSTRUMENT NO. 2003-425288 AND RE-RECORDED JANUARY 7, 2005 AS INSTRUMENT NO. 2005-19171 BOTH OF OFFICIAL RECORDS OF RIVERSIDE COUNTY LOCATED IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

EXCLUDING THAT PORTION LYING WITHIN BRODIAEA AVENUE.

NOTE: THESE DESCRIPTIONS HAVE BEEN PREPARED FOR ASSESSMENT PURPOSES ONLY AND SHOULD NOT BE USED FOR CONVEYANCE OF TITLE.

Attachment: Resolution 2005-97 (4198 : APPROVE AGREEMENT FOR DETENTION BASIN MAINTENANCE SERVICES)

Recording requested by and when
Recorded, mail to:
City Clerk
City of Moreno Valley
P.O. Box 88005
Moreno Valley, CA 92552-0805



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MAINTENANCE AGREEMENT - CENTERPOINTE BUSINESS PARK PROPERTY OWNERS
ASSOCIATION, CFD NO. 4 - MAINTENANCE AND THE CITY OF MORENO VALLEY

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THIS AREA FOR RECORDER'S USE ONLY

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION

Attachment: Maintenance Agreement - 4M (4198 : APPROVE AGREEMENT FOR DETENTION BASIN MAINTENANCE SERVICES)

**MAINTENANCE AGREEMENT
BY AND AMONG
CENTERPOINTE BUSINESS PARK PROPERTY OWNERS ASSOCIATION,
COMMUNITY FACILITIES DISTRICT No. 4 - MAINTENANCE AND
CITY OF MORENO VALLEY**

This Maintenance Agreement (“**Agreement**”) is made and entered into effective on the date (“**Effective Date**”) the Mayor signs this Agreement. This Agreement is by and among CENTERPOINTE BUSINESS PARK PROPERTY OWNERS ASSOCIATION, a California nonprofit corporation (“**Association**”), COMMUNITY FACILITIES DISTRICT No. 4 - MAINTENANCE (“**District**”), and the CITY OF MORENO VALLEY (“**City**”). Each of the Association, District and City are sometimes hereinafter referred to as a “**Party**” and collectively as the “**Parties**”.

P R E A M B L E

A. Ridge Property Trust (“**Ridge**”), a Maryland real estate investment trust, is the owner of certain real property described in **Exhibit “A”** hereto and incorporated by this reference (the “**Ridge Property**”). Ridge has processed Planning Application, PA04-0063 with the City seeking land use entitlements (the “**Conditions of Approval**”) for a proposed industrial development (the “**Project**”) within the Ridge Property.

B. District is formed and authorized by the City among other things to perform the maintenance of infrastructure improvements that provide public benefit.

C. The two existing publicly maintained Heacock Channel and the Cactus Avenue Channel (collectively the “**Downstream Improvements**”) adjoining the Project do not have the hydraulic capacity or size to accept post-construction runoff from the Project, and the adjoining upstream properties (collectively the “**Benefiting Properties**”), all of which are more fully described in Resolution No. 2005-84, a Resolution of the City Council of the City of Moreno Valley, California, Approving a Boundary Map Showing the Boundaries of the Territory Proposed to be included in the Proposed Community Facilities District No. 4 – Maintenance, and other adjacent upstream properties (the “**Tributary Properties**”). To mitigate the Benefiting Properties’ and Tributary Properties’ post-construction storm water impacts, there has been or will be constructed certain storm water and detention basin improvements (the “**Upstream Improvements**”) more fully described in **Exhibit “B”** hereto and incorporated herein by this reference adjoining the Downstream Improvements with sufficient hydraulic capacity and size within the Project for current and future use by the Benefiting Properties and Tributary Properties as required in the Conditions of Approval.

D. Ridge shall convey title to the Upstream Improvements to the Association at such time as such maintenance is required following the Effective Date of this Agreement. The Association has been created for the purposes of, among other things, owning, operating and maintaining the Upstream Improvements. In connection therewith, there has been or will be recorded against the Ridge Property a declaration of covenants, conditions and restrictions (the “**Declaration**”), which among other things will serve to delineate the rights and responsibilities of the Association with respect to the operation and maintenance of the Upstream Improvements,

will create certain easements across the Ridge Property, and will provide for all owners of property within the Ridge Property to pay applicable assessments.

E. The functional operation and integrity of the Downstream Improvements is dependent upon the functional operation and integrity of the Upstream Improvements. The Upstream Improvements including the property the improvements are situated upon are within the Project. The Upstream Improvements provide public benefit, therefore the Association desires the City and the District to perform the operation and maintenance of the Upstream Improvements on behalf of the Association.

F. District and City are willing to perform the operation and maintenance of that part of the Upstream Improvements identified in **Exhibit "B"** for the Association, provided that (i) the Declaration shall be recorded with the County Recorder of Riverside County, shall be subject to the reasonable approval by the District and City (such approval to not be unreasonably withheld or delayed), shall provide that the portion of the Upstream Improvements used for detention basin purposes (the "Detention Basin Property") cannot be altered or further developed so as to negatively affect development of Benefiting Properties and Tributary Properties until such time Downstream Improvements are of sufficient hydraulic capacity and size to accept post-construction runoff from said properties, and (ii) the Association or the then owner of the applicable portion of the Upstream Improvements shall convey the necessary easements to the District and City for the operation and maintenance of the Upstream Improvements identified in **Exhibit "B"**.

In satisfaction of the Conditions of Approval for development of the Project, the Association is required to enter into an agreement with the District and the City to provide certain services relating to maintenance ("Maintenance") of the Upstream Improvements.

THEREFORE, in consideration of the promises contained herein, the Parties agree as follows:

1. Term. Subject to applicable law, the term ("**Term**") of this Agreement shall commence as of the Effective Date of this Agreement, and shall remain in effect for thirty (30) years from the Effective Date of this Agreement. At the end of such thirty (30) year period, this Agreement shall be extended for successive terms of thirty (30) years unless a document executed by each of the Parties hereto or their respective successors-in-interest cancels this Agreement or any portion hereof and said document is recorded in the office of the County Recorder of Riverside County. If applicable law limits the duration of the Term, then this Agreement shall be deemed to have a Term equal to the maximum Term permitted by law, and shall, unless affirmatively terminated by the parties hereto, be deemed to be renewed and extended for successive maximum terms as permitted by law. The Maintenance shall commence at such time as such maintenance is required following the Effective Date of this Agreement. During the Term of this Agreement, the Parties hereby covenant and agree to negotiate in good faith any changes to the terms set forth herein as then reasonably required by law.

2. Maintenance of Upstream Improvements by the City. Throughout the term of this Agreement, the City shall directly provide all Maintenance of Upstream Improvements depicted on **Exhibit "B"** attached hereto for the Association. Such Maintenance shall include, without limitation, the maintenance responsibilities described on **Exhibit "C"** attached hereto. In order

to finance the cost of providing the Maintenance the legislative body of the City has formed the District. The City at its sole discretion reserves the right to contract Maintenance with third parties for the Term or parts of the Term. Third parties shall be subject to all requirements of the then current City of Moreno Valley Professional Services Agreement and the City contract documents drafted for Maintenance. For as long as it is authorized to do so, the District shall, on a pro rata basis for the benefit of all applicable property owners, levy special taxes or cause special taxes to be levied against the Project within the District for City costs and expenses related to the Maintenance.

3. Benefiting Properties subject to CFD No. 4—Maintenance. The Parties acknowledge on the Effective Date of this Agreement there exists Benefiting Properties that are not developed and within the boundary of the District. During the entitlement stage of the Benefiting Properties, City shall prepare a condition of approval requiring owner/developer of Benefiting Properties to annex to District. In such instance and upon the issuance of a building permit the obligations of the Project property owners shall be appropriately apportioned to reflect the addition of such other Benefiting Properties and in no event shall the Project property owner(s) have responsibility for the costs that are to be borne by such other Benefiting Properties. Additionally, there exists Tributary Properties both developed and undeveloped that are not located within the boundary of the District that may derive benefit from Upstream Improvements. The legislative body of the District shall make no attempt throughout the term of this Agreement to change the final boundary of the District to include Tributary Properties and levy special taxes or cause special taxes to be levied against Tributary Properties.

4. Suspension of Payments of the District. For a period (“**Suspension Period**”) commencing on the Effective Date of this Agreement and continuing to and including the date on which the District is no longer able to assess, through special taxes, adequate charges against the Benefiting Properties for expenses incurred by the City relating to the Maintenance, the Project (and the owners thereof) shall not be responsible for the payment of any cost or expenses related to the Maintenance except for the payment of the special taxes levied against the Project within the District. Upon receipt of written notice from the District to Association at the address listed in **Section 9** hereof (on behalf of all owners of property within the Project), informing the Association of the District’s inability to further levy special taxes sufficient to pay the costs and expenses of the Maintenance, the Suspension Period shall terminate and, as between the City and the Association, the Association shall thereafter be solely responsible for all costs and expenses related to the City’s Maintenance (subject to the terms set forth in the Rate and Method of Apportionment with respect to the obligations of other Benefiting Properties).

5. Budget and Reimbursement to City. Following termination of the Suspension Period, the City shall prepare and provide to the Association a budget for the next Fiscal Year (as defined below) for the Maintenance obligations described in **Exhibit “C”**, which Budget shall set forth the Fiscal Year expenses projected to be incurred by the City for Maintenance and operations of the City with respect to the Upstream Improvements (including, without limitation, the City’s administrative overhead); provided, however, the amounts set forth in the Budget shall only include those amounts appropriately allocated to the Project. Any costs for Maintenance of the Upstream Improvements that can be allocated to other Benefiting Properties shall be so allocated and the Association shall have no responsibility for such amounts. The expense projections in each year’s Budget shall be based upon the Associations’ share of the Maintenance and operating expenses (including, without limitation, the City’s administrative overhead)

reasonably incurred by the City within the previous three (3) years, and may include (i) normal and customary reserves and contingencies of twenty percent (20%) of the amount of such annual expenses, in the aggregate), and (ii) cost of living increases based upon the percentage change calculated for the previous calendar year for the Los Angeles-Riverside-Orange County Regional Consumer Price Index, as published by the United States Department of Labor's Bureau of Labor Statistics. The Budget shall also reflect an amount for the Association's share of depreciation of facilities, equipment and vehicles, if any, and, included as part of the reserve referred to above. Following the termination of the Suspension Period and the Association's receipt of the Budget, the Association shall make an annual payment to the City for the Association's share of Maintenance expenses incurred by the City as set forth in such Budget by July 1 of the Fiscal Year to which such payment obligation applies. For the purposes of this Agreement, the District's/City's "Fiscal Year" shall be July 1 through June 30 of the following year, unless the Association is otherwise notified of a change pursuant to **Section 9** hereof.

Notwithstanding any other provision herein, the parties hereto acknowledge, understand and agree that in the event that the right of the District/City to impose the charges contemplated herein is or becomes prohibited, that, notwithstanding such prohibition, it is the intention of the parties hereto to continue to have the City perform the Maintenance as contemplated hereby, and to have the costs therefore charged to the Association. In the event that the Association fails or is unable to so pay the amounts that the City is prohibited from charging as contemplated hereby, then, after no less than sixty (60) days prior written notice by the City that the Association is in default, City may use any and all corresponding remedies of lien and foreclosure as provided by law against the Association to recover City costs for Maintenance.

6. Obligations of the Association. The Association agrees as follows:

a. The Association shall not take any action with respect to the Upstream Improvements which would in any manner increase or may increase the obligations of the City or decrease or may decrease the obligations of Association under this Agreement, without the prior written consent of the City (which consent or dissent shall not be unreasonably withheld or delayed);

b. Without the prior written consent of the City (which consent or dissent shall not be unreasonably withheld or delayed), the Association may not assign, transfer, or hypothecate this Agreement or their rights or obligations hereunder. In addition, in view of the personal nature of this Agreement, the Association agrees that, during the term of this Agreement, it will not sell, transfer, encumber, or otherwise dispose of the Upstream Improvements, or any part thereof, without the prior written consent of City (which consent or dissent shall not be unreasonably withheld or delayed), and any purported sale, transfer, hypothecation, or other disposition thereof, without such consent, shall be null and void ab initio; and

c. The Association shall pay the annual amount to the City required pursuant to **Section 5** hereof, if any.

d. By executing this Agreement, the Association acknowledges the City may contract with third parties to perform Maintenance at the City's discretion; provided, however, the City shall contract with such third parties through a competitive bid process by soliciting bids

from a minimum of three (3) contractors. Execution of this Agreement by the Association is written consent to City to contract Maintenance for the Term or parts thereof. No other consent is required from the Association for the City to contract Maintenance.

e. Upon completion of the Upstream Improvements, the Association shall provide a cash deposit with the City in the amount of TWENTY FIVE THOUSAND DOLLARS (\$25,000) to secure payment to City for verified expenses incurred by City to respond to an emergency situation within the Upstream Improvements. The deposit shall be returned to the Association at such time as the Downstream Improvements are of sufficient hydraulic capacity and size and are accepting runoff from Benefiting Properties and Tributary Properties without routing this runoff through the Detention Basin Property. The deposit shall be adjusted annually on the anniversary date of this Agreement to account for cost of living increases based upon the percentage change calculated for the previous calendar year for the Los Angeles-Riverside-Orange County Regional Consumer Price Index, as published by the United States Department of Labor's Bureau of Labor Statistics but shall never be less than twenty five thousand dollars (\$25,000). The deposit amount will be invested by the City in any investment permitted under the Government Code at the time of such investment. All interest earned, dividends paid, or other amounts that accrue to the benefit of the deposit shall be credited in the deposit and inure to the benefit of the Association (unless otherwise paid in accordance with the terms hereof). To the extent that other Benefiting Properties are responsible for a portion of the deposit, the City shall collect such amount from the owner(s) of such other Benefiting Properties and return the applicable portion of such deposit to the Association.

7. Obligations of District: District agrees as follows:

a. The legislative body of the District shall require Benefiting Properties within the boundary of CFD No. 4—Maintenance to annex said properties to said District but only to the extent that said properties derive benefit from Upstream Improvements. This shall include a condition of approval during the entitlement stage of the Benefiting Properties to annex to the District if warranted. Upon such annexation, the District shall levy all applicable assessments against such other Benefiting Properties.

b. If warranted, District shall prepare a separate maintenance agreement by and between Benefiting Properties, District and City requiring the developer/owner of Benefiting Properties to pay his/her fair share of cost of Maintenance for Upstream Improvements should District no longer be able to assess, through special taxes, adequate charges against the Benefiting Properties for expenses incurred by the City relating to the Maintenance.

c. If warranted, pursuant to the time frames as required by applicable Government Codes, upon annexation of Benefiting Properties to the District, The legislative body of the District shall reapportion any special taxes to the Benefiting Properties within CFD No. 4—Maintenance for the cost and expenses related to the Maintenance.

d. The legislative body of the District shall upon successful completion of annexation for Benefiting Properties to the District and for as long as it is authorized to do so, levy special taxes or cause special taxes to be levied against the Benefiting Properties within the District for costs and expenses related to the Maintenance.

e. The District and/or the City shall perform all Maintenance hereunder in a good and workmanlike manner, in compliance with all applicable laws and in a lien-free manner. The District and/or the City shall not allow any liens to be placed against any portion of the Detention Basin Property resulting from District/and or the City Maintenance and shall coordinate the Maintenance hereunder with any other business operations at the Project. In addition, the District and/or the City shall maintain or cause to be maintained all necessary insurance required in performing the Maintenance hereunder.

8. Establishment and Maintenance of Trust Account.

a. No later than thirty (30) days after the approval of this Agreement by the legislative body of City, the Association and City shall establish an irrevocable trust account to be held by the City (the "Trust" or the "Trust Account"), the sole beneficiary of whom is City. The purpose of such Trust shall be to: (i) fund any unfunded liability of the Association associated with or arising from the Maintenance, or arising out of or related to the subject matter of this Agreement after giving affect to all applicable insurance as described in **Section 12** hereof; (ii) provide full or partial payment with respect to any lawsuit, claim, charge, or fine associated with the Maintenance; (iii) to pay any insurance premium associated with the Upstream Improvements or the Maintenance thereof; and (iv) pay any amounts not promptly paid by the Association with respect to its indemnity under **Section 11** hereof. The amounts held in trust may be invested with other amounts held by City, but all interest earned thereon shall accrue to the benefit of the Association (unless otherwise paid out in accordance with the terms hereof), as provided in subsection c hereof.

b. The initial deposit into the Trust shall be made by the Association and shall equal three (3) times the deductible amount in the insurance policy for bodily injury and property damage insurance that Association must furnish in accordance with **Section 12** hereof. Each year on the anniversary date of this Agreement Association shall as quickly as reasonably possible and consistent with all applicable legal authorities increase the amount in the Trust as necessary in accordance with the cost of living adjustment formula provided above so that after any additional deposit the Trust value shall equal at least three (3) times the then deductible amount under the then effective Insurance policy purchased to meet the terms of **Section 12** hereof.

c. All interest earned, dividends paid, or other amounts that accrue to the benefit of Trust shall be credited in the Trust.

d. The City shall provide the Association with ten (10) days' written notice prior to withdrawing any funds from the Trust in order to afford the Association sufficient time to cure any associated deficiency. Upon expiration of such ten (10) day cure period, the City may withdraw all necessary amounts from the Trust for any lawful purpose permitted hereunder. In such instance, the Association covenants and agrees to replenish such amounts within thirty (30) days upon written notice of such withdrawal to the amount required an amount equal at least three (3) times the then deductible amount under the Insurance policy purchased to meet the terms of **Section 12** hereof.

e. At such time as the amount in the Trust exceeds five times the highest annual deductible for the preceding five years (the "Maximum Trust Amount"), any funds in excess of such Maximum Trust Amount will be paid to the Association.

f. Notwithstanding anything to the contrary herein, the City shall have no right to withdraw monies from the Trust (or if withdrawn shall be promptly replenished by the City) if the liability arises due to City's intentional acts, gross negligence or wilful misconduct.

g. The Trust amount will be invested by the City in any investment permitted under the Government Code at the time of such investment.

9. Notices. All notices, statements, or other documents which any party shall be required or desire to give to any other party hereunder must be in writing and shall be given by the party only in one of the following ways: (i) by facsimile, or (ii) by personal delivery, or (iii) by addressing it as indicated below, and by depositing it, registered or certified mail, postage prepaid, in the United States mail. If so delivered or mailed, each such notice, statement, or other document shall be conclusively deemed to have been given when personally delivered, or forty-eight (48) hours after the date of mailing (excluding Saturdays, Sundays, and federal holidays), as the case may be. The addresses for notices and other communications, until further notice, are:

CITY and DISTRICT: City of Moreno Valley
c/o City of Moreno Valley
14177 Frederick Street
Moreno Valley, California 92553
Attn: Enterprise Services Manager
Facsimile Number: (951) 413-3498

ASSOCIATION: Centerpointe Business Park Property Owners Association
c/o Ridge Property Services
201 Covina Avenue, Suite 8
Long Beach, CA 90803
fax: (562) 856-3820
Attn: Jim Bowers, Vice President
Facsimile Number: (562) 856-3830

Ridge Property Services
8430 W. Bryn Mawr Avenue, Suite 400
Chicago, IL 60631
Attn: General Counsel
Facsimile Number: (773) 695-1251

10. Resolution of Certain Disputes. Any dispute between the City, District and the Association, which relates to this Agreement shall be settled between them by Judicial Reference as provided by California Law. Accordingly, any such dispute shall be heard by a referee

Attachment: Maintenance Agreement - 4M (4198 : APPROVE AGREEMENT FOR DETENTION BASIN MAINTENANCE SERVICES)

pursuant to the provisions of the California Code of Civil Procedure, §§638 - 645.1, inclusive, and in connection therewith;

a. The Parties to such dispute shall promptly and diligently cooperate with one another and the referee, and shall perform such acts as may be necessary to obtain a prompt and expeditious resolution of the dispute or controversy in accordance with the terms of this Agreement;

b. The Parties to such dispute shall agree upon a single referee who shall then try all issues, whether of fact or law, and report a finding and judgment thereon. If the Parties are unable to agree upon a referee within ten (10) days of a written request to do so by any party, then any party may seek to have a referee appointed pursuant to the California Code of Civil Procedure §§638 and 640;

c. Subject to the limitations of this Section, the referee shall have the right to award all legal or equitable relief appropriate under the circumstances of the controversy before him or her;

d. The cost of such proceeding shall be apportioned among the Parties to the dispute in accordance with California Code of Civil Procedure §645.1. In no event shall any such reference proceeding or any appeal therefrom result in an award of punitive damages, and all such damages are hereby waived.

11. Indemnity. The City shall indemnify, defend, protect and hold the Association as well as all other owners of property within the Project harmless from and against all claims, suits, losses, damages, costs, expenses and liabilities (including, without limitation, attorneys' fees and costs, and court costs) arising out of or incurred in connection with the City's Maintenance obligations, but not to the extent the loss arises from the Association's gross negligence or willful misconduct. The Association shall indemnify, defend, protect and hold the City, the District and the City of Moreno Valley Redevelopment Agency, and their respective officers, employees and agents harmless from and against all claims, suits, losses, damages, costs, expenses and liabilities (including, without limitation, attorneys' fees and costs, and court costs) arising out of or in connection with the Association's performance of its obligations hereunder, but not to the extent the loss arises from the City's gross negligence or willful misconduct.

12. Insurance. The Association shall cause all policies of bodily injury and property damage insurance from time to time be maintained by the Association covering operations arising out of or related to the subject matter of this Agreement to name the City, the District and the City Redevelopment Agency and their officers, employees and agents as additional insured and to provide for and protect the City, the District and the City Redevelopment Agency from incurring any legal costs in defending claims for alleged loss. The Association shall furnish or cause to be furnished to City and District duplicate originals or appropriate certificates of bodily injury and property damage insurance policies as follows:

General Liability

Bodily Injury \$1,000,000 per occurrence

Property Damage \$1,000,000 per occurrence

a. A combined single limit policy with aggregate limits not less than \$2,000,000 per occurrence shall be considered equivalent to the above minimum limits.

b. The Association shall have public liability and property damage insurance coverage for owned and non-owned automotive equipment in the amount of not less than \$1,000,000.

c. Association shall have Worker's Compensation Insurance in the amounts as will fully comply with the laws of the State of California.

d. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

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

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

f. The terms of the insurance policy or policies issued to provide the above insurance coverage shall not be amended to reduce the above required insurance limits and coverages or shall such policies be cancelled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the Agency, except that cancellation for nonpayment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the said insurance is cancelled, the consultant shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

g. Notwithstanding anything to the contrary in this Agreement, the parties hereby agree that the City and the Association may enter into this Agreement and it shall become effective without the delivery of the insurance policy required by this **Section 12**, if the following occurs:

i. The Association delivers to the City, and the City, in its sole and absolute discretion, approves a pro forma copy of the insurance policy required by this **Section 12**;

ii. The Association delivers a written certificate or other written evidence satisfactory to the City (in its sole and absolute discretion), from an Insurance Carrier meeting the requirements of **Subsection 12(e)** above stating that such Insurance Company intends to issue an insurance policy substantially in the form of the pro forma policy delivered pursuant to **Subsection 12(g)(i)** above; and

iii. The Association delivers evidence satisfactory to the City (in its sole and absolute discretion), that the premium for the insurance policy required for 2005 in accordance with this **Section 12** has been paid in full, or the Association delivers to City a certified check in the amount of such premium made payable to said Insurer. City hereby agrees to mail or deliver said check to Insurer upon the written instruction of the Association. Such obligations include, but are not limited to, the obligation to establish the Trust Account described in **Section 8**.

h. If the definitive insurance policy meeting the terms of **Section 12** and corresponding to the pro forma policy is not issued within ninety (90) days from the Effective Date of this Agreement, then Association covenants and hereby agrees without defense or future objection that City may do the following without any liability whatsoever:

i. Cease issuing building permits for the Project; and

ii. Cease issuing or otherwise approving certificates of occupancy for any aspect of the Project regardless of the date the building permit was issued.

i. Association further acknowledges and agrees that notwithstanding **Subsection 12(g)** above, all of its other obligations under this Agreement will become effective and remain in full force and effect upon the execution and delivery of this Agreement and the delivery and acceptance by the City of the documents and material described in **Subsection 12(g)** above and/or the insurance policy.

The requirements for the insurance shall only terminate upon termination of this Agreement as specified in **Section 1** hereof.

13. Recordation. This Agreement and any amendment thereto shall be recorded within the records of the Office of the Recorder for the County of Riverside and shall constitute a covenant running with the land for all the parcels within the Project and shall be binding on the Association, all property owners, administrators, executors, assigns, heirs, and all other successors in interest.

14. Default and Remedies. In the event the Association fails to make the payments required under **Section 5** hereof, obtain the insurance required under **Section 12** hereof, or fails to take any other required action under this Agreement, the City may take whatever action at law or in equity that may appear necessary or desirable, including but not limited to an action for damages or for specific performance or otherwise to enforce performance and observance of any

obligation, condition or covenant of the Association under this Agreement. Notwithstanding anything else in this Agreement, if the Association fails to obtain the insurance required under **Section 12** hereof, the City may obtain such insurance insuring the City, and if available, the Association, and charge the Association for same. In addition, the City shall be entitled to all of its costs associated with enforcing the terms of this agreement, including, without limitation, attorneys' fees and costs, and court costs. In the event the City fails to take any required action under this Agreement or otherwise defaults under the terms hereof, the Association may take whatever action at law or in equity that may appear necessary or desirable, including but not limited to an action for damages or for specific performance or otherwise to enforce specific performance and observance of any obligation, condition or covenant of the City under this Agreement. Notwithstanding the foregoing, prior to either Party declaring a default hereunder (the "Declaring Party"), the Declaring Party shall provide written notice of such default to the other party (the "Defaulting Party") and the Defaulting Party shall have (a) ten (10) days after written notice in which to cure a monetary default; and (b) thirty (30) days after written notice in which to cure a non-monetary default (provided, if such non-monetary default is not susceptible of cure within thirty (30) days and the Defaulting Party is at all times proceeding diligently to effect the necessary cure, the cure period for such default shall be extended for such additional time as is reasonably necessary). To the extent a longer cure period is provided for elsewhere in this Agreement, the Defaulting Party shall be entitled to the benefit of such longer cure period.

15. Miscellaneous. As used in this Agreement, all words in the masculine, feminine, or neuter gender, and the plural or singular number, shall each be construed to include the others whenever the context so requires. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties hereto. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Time is of the essence of this Agreement. No change in or addition to, or waiver or termination of this Agreement or any part thereof, shall be valid unless in writing and signed on behalf of each of the Parties hereto. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or unenforceability shall not affect the validity of the remainder of this Agreement. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date set forth below.

CITY:

ASSOCIATION:

CITY OF MORENO VALLEY

CENTERPOINTE BUSINESS PARK
PROPERTY OWNERS ASSOCIATION, a
California nonprofit corporation

By: Bonnie Flickinger
Name: Bonnie Flickinger
Title: Mayor

By: Dennis S. Rice
Name: Dennis S. Rice
Title: President
Date: 5-16-06

Effective Date: 5/20/06

By: James Bowers
Name: James Bowers
Title: Secretary
Date: 5/16/06

ATTEST:

Alice Reed
Alice Reed, City Clerk

APPROVED AS TO FORM:

Robert Herrick
Robert Herrick, City Attorney

Attachment: Maintenance Agreement - 4M (4198 : APPROVE AGREEMENT FOR DETENTION BASIN MAINTENANCE SERVICES)

CFD No. 4:

CITY OF MORENO VALLEY

By: *Bonnie Flickinger*

Name: Bonnie Flickinger

Title: Mayor for the City of Moreno Valley
Acting as the Legislative Body of
Community Facilities District
No. 4 -- Maintenance

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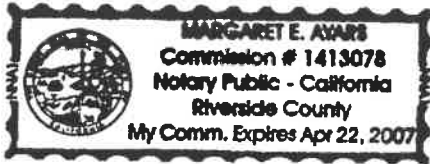
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Riverside } ss.

On 4/21/2006, before me, Margaret E. Ayars Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Bonnie F. Fickinger,
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.

Margaret E. Ayars
Signature of Notary Public

Place Notary Seal Above

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: _____

Document Date: _____ Number of Pages: _____

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: Maintenance Agreement - 4M (4198 : APPROVE AGREEMENT FOR DETENTION BASIN MAINTENANCE SERVICES)

ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Los Angeles } ss.

On 5/16/06 before me, Carleen Kezeor

personally appeared Dennis S. Rice

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 signatures(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.
Carleen Kezeor
NOTARY'S SIGNATURE

OPTIONAL INFORMATION

The information below is not required by law. However, it could prevent fraudulent attachment of this acknowledgement to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- INDIVIDUAL
- CORPORATE OFFICER
President TITLE(S)
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER.

DESCRIPTION OF ATTACHED DOCUMENT

maintenance Agreement by and among Centerpointe business Park Property Owners Association,
TITLE OR TYPE OF DOCUMENT

Seventeen (17)
NUMBER OF PAGES

5-16-06
DATE OF DOCUMENT

OTHER

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY (IES)
Centerpointe Business Park
Property Owners Association

RIGHT THUMBPRINT
OF
SIGNER



Attachment: Maintenance Agreement - 4M (4198 : APPROVE AGREEMENT FOR DETENTION BASIN MAINTENANCE SERVICES)

ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Los Angeles } SS

On 5-16-06 before me, Carleen Kezeor personally appeared James Bowers

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Carleen Kezeor, notary Public

OPTIONAL INFORMATION

The information below is not required by law. However, it could prevent fraudulent attachment of this acknowledgement to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- INDIVIDUAL
CORPORATE OFFICER Secretary
PARTNER(S)
ATTORNEY-IN-FACT
TRUSTEE(S)
GUARDIAN/CONSERVATOR
OTHER:

DESCRIPTION OF ATTACHED DOCUMENT

Maintenance Agreement by and among Centerpointe business park Property owners association

seventeen (17) NUMBER OF PAGES
5-16-06 DATE OF DOCUMENT
OTHER

SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY (ILS); Centerpointe Business Park Property owners Association

RIGHT THUMBPRINT OF SIGNER



Attachment: Maintenance Agreement - 4M (4198 : APPROVE AGREEMENT FOR DETENTION BASIN MAINTENANCE SERVICES)

EXHIBIT "A"
RIDGE PROPERTY

PARCEL 1/PORCION OF APN# 297-170-007:

A PARCEL OF LAND IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA INCLUDED WITHIN LOT 6, BLOCK 242 OF MAP NO. 1, BEAR VALLEY AND ALESSANDRO DEVELOPMENT CO., AS SHOWN BY MAP ON FILE IN BOOK 11, PAGE 10 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, WHICH LIES WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 6; THENCE ALONG THE WESTERLY LINE OF SAID LOT 6 NORTH 00°25'46" EAST 660.16 FEET TO THE NORTHWEST CORNER OF SAID LOT 6; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 6 SOUTH 89°34'17" EAST 300.21 FEET; THENCE SOUTH 00°27'30" WEST 660.17 FEET TO THE SOUTHERLY LINE OF SAID LOT 6; THENCE ALONG SAID SOUTHERLY LINE NORTH 89°34'09" WEST 299.87 FEET TO THE POINT OF BEGINNING.

EXCLUDING THAT PORTION LYING WITHIN BRODIAEA AVENUE.

PARCEL 2/PORCION OF APN# 297-170-007:

A PARCEL OF LAND IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA INCLUDED WITHIN LOT 6, BLOCK 242 OF MAP NO. 1, BEAR VALLEY AND ALESSANDRO DEVELOPMENT CO., AS SHOWN BY MAP ON FILE IN BOOK 11, PAGE 10 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, WHICH LIES WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 6; THENCE ALONG THE WESTERLY LINE OF SAID LOT 6 NORTH 00°25'46" EAST 660.16 FEET TO THE NORTHWEST CORNER OF SAID LOT 6; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 6 SOUTH 89°34'17" EAST 300.21 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHERLY LINE SOUTH 89°34'17" EAST 359.91 FEET TO THE NORTHEAST CORNER OF SAID LOT 6; THENCE ALONG THE EASTERLY LINE OF SAID LOT 6 SOUTH 00°25'48" WEST 660.18 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 6 NORTH 89°34'09" WEST 360.24 FEET TO A LINE THAT BEARS SOUTH 00°27'30" WEST FROM THE POINT OF BEGINNING; THENCE ALONG SAID LINE NORTH 00°27'30" EAST 660.17 FEET TO THE POINT OF BEGINNING.

EXCLUDING THAT PORTION LYING WITHIN BRODIAEA AVENUE.

EXHIBIT "A" (cont'd)**RIDGE PROPERTY****PARCEL 3/APN# 297-170-006:**

LOT 7, BLOCK 242 OF MAP NO. 1, BEAR VALLEY AND ALESSANDRO DEVELOPMENT CO., AS SHOWN BY MAP ON FILE IN BOOK 11, PAGE 10 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY LOCATED IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

EXCLUDING THAT PORTION LYING WITHIN BRODIAEA AVENUE.

PARCEL 4/APN# 297-170-013, 014, 030 & 031:

LOTS 1, 2, 7 AND 8, BLOCK 259 OF MAP NO. 1, BEAR VALLEY AND ALESSANDRO DEVELOPMENT CO., AS SHOWN BY MAP ON FILE IN BOOK 11, PAGE 10 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY LOCATED IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

EXCLUDING THOSE PORTIONS LYING WITHIN BRODIAEA AVENUE, GRAHAM STREET AND CACTUS AVENUE.

PARCEL 5/APN# 297-170-033:

LOT 4, BLOCK 260 OF MAP NO. 1, BEAR VALLEY AND ALESSANDRO DEVELOPMENT CO., AS SHOWN BY MAP ON FILE IN BOOK 11, PAGE 10 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY LOCATED IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

EXCLUDING THOSE PORTIONS LYING WITHIN BRODIAEA AVENUE AND GRAHAM STREET.

PARCEL 6/PORCTIONS OF APN# 297-170-023 & 025 and 297-190-005:

A PARCEL OF LAND IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA INCLUDED WITHIN LOTS 2, 3, 6 AND 7, BLOCK 260 OF MAP NO. 1, BEAR VALLEY AND ALESSANDRO DEVELOPMENT CO., AS SHOWN BY MAP ON FILE IN BOOK 11, PAGE 10 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, WHICH LIES WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 3; THENCE ALONG THE NORTHERLY LINES OF SAID LOTS 2 AND 3 SOUTH 89°34'31" EAST 950.22 FEET TO A POINT THAT BEARS NORTH 89°34'31" WEST 369.97 FEET ALONG SAID NORTHERLY LINE OF LOT 2 FROM THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 00°26'28" WEST 1,320.24 FEET TO THE CENTERLINE OF CACTUS AVENUE; THENCE ALONG SAID CENTERLINE NORTH 89°35'02" WEST 949.99 FEET TO THE WESTERLY LINE OF SAID LOT 6; THENCE ALONG SAID WESTERLY LINE AND THE WESTERLY LINE OF SAID LOT 3 NORTH 00°25'52" EAST 1,320.38 FEET TO THE POINT OF BEGINNING.

EXCLUDING THOSE PORTIONS LYING WITHIN BRODIAEA AVENUE AND CACTUS AVENUE.

EXHIBIT "A" (cont'd)**RIDGE PROPERTY****PARCEL 7/PORCTIONS OF APN# 297-170-023 & 041:**

A PARCEL OF LAND IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA INCLUDED WITHIN LOTS 1, 2 AND 8, BLOCK 260 OF MAP NO. 1, BEAR VALLEY AND ALESSANDRO DEVELOPMENT CO., AS SHOWN BY MAP ON FILE IN BOOK 11, PAGE 10 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, WHICH LIES WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF SAID LOT 1 AND A LINE PARALLEL WITH AND 83.50 FEET WESTERLY, MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF HEACOCK STREET, SAID PARALLEL LINE ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF HEACOCK CHANNEL; THENCE ALONG SAID PARALLEL LINE SOUTH 00°25'53" WEST 1,046.73 FEET; THENCE NORTH 35°07'47" WEST 501.39 FEET TO A LINE PARALLEL WITH AND 285.00 FEET EASTERLY, MEASURED AT RIGHT ANGLES FROM THE WESTERLY LINE OF SAID LOT 1; THENCE ALONG SAID PARALLEL LINE NORTH 00°25'53" EAST 85.97 FEET; THENCE NORTH 35°07'47" WEST 163.67 FEET; THENCE NORTH 89°33'32" WEST 61.47 FEET; THENCE NORTH 35°07'47" WEST 467.90 FEET TO A LINE PARALLEL WITH AND 39.00 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES FROM THE NORTHERLY LINE OF SAID LOT 2; THENCE NORTH 00°25'29" EAST 39.00 FEET TO THE NORTERLY LINE OF SAID LOT 2; THENCE ALONG THE NORTHERLY LINES OF SAID LOTS 1 AND 2 SOUTH 89°34'31" EAST 720.37 FEET TO THE POINT OF BEGINNING.

EXCLUDING THAT PORTION LYING WITHIN BRODIAEA AVENUE.

PARCEL 8/PORCTIONS OF APN# 297-170-023, 025 & 041:

A PARCEL OF LAND IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA INCLUDED WITHIN LOTS 1, 2, 7 AND 8, BLOCK 260 OF MAP NO. 1, BEAR VALLEY AND ALESSANDRO DEVELOPMENT CO., AS SHOWN BY MAP ON FILE IN BOOK 11, PAGE 10 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, WHICH LIES WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

COMMENCING AT A POINT ON THE NORTHERLY LINE OF SAID LOT 2, SAID POINT BEARS NORTH 89°34'31" WEST 369.97 FEET ALONG SAID NORTHERLY LINE OF LOT 2 FROM THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 00°26'28" WEST 419.53 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°33'32" EAST 559.85 FEET; THENCE SOUTH 35°07'47" EAST 163.67 FEET TO A LINE PARALLEL WITH AND 285.00 FEET EASTERLY, MEASURED AT RIGHT ANGLES FROM THE WESTERLY LINES OF SAID LOTS 1 AND 8; THENCE ALONG SAID PARALLEL LINE SOUTH 00°25'53" WEST 767.30 FEET TO THE CENTERLINE OF CACTUS AVENUE; THENCE ALONG SAID CENTERLINE NORTH 89°35'02" WEST 655.20 FEET TO A LINE THAT BEARS SOUTH 00°26'28" WEST FROM THE POINT OF BEGINNING; THENCE NORTH 00°26'28" EAST 900.71 FEET TO THE POINT OF BEGINNING.

EXCLUDING THAT PORTION LYING WITHIN CACTUS AVENUE.

EXHIBIT "A" (cont'd)**RIDGE PROPERTY****PARCEL 9/PORCION OF APN# 297-170-020:**

PARCEL 2 OF LOT LINE ADJUSTMENT NO. 931 RECORDED JUNE 11, 2003 AS INSTRUMENT NO. 2003-425288 AND RE-RECORDED JANUARY 7, 2005 AS INSTRUMENT NO. 2005-19171 BOTH OF OFFICIAL RECORDS OF RIVERSIDE COUNTY LOCATED IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

EXCLUDING THAT PORTION LYING WITHIN BRODIAEA AVENUE.

NOTE: THESE DESCRIPTIONS HAVE BEEN PREPARED FOR ASSESSMENT PURPOSES ONLY AND SHOULD NOT BE USED FOR CONVEYANCE OF TITLE.

Attachment: Maintenance Agreement - 4M (4198 : APPROVE AGREEMENT FOR DETENTION BASIN MAINTENANCE SERVICES)

Exhibit "B"

Upstream Improvements

Detention Basins "A" and "B" located within Lots "A" and "B" shown on Tentative Parcel Map 32326 as approved by the City of Moreno Valley Planning Commission on July 14, 2005 together with appurtenant facilities located within Lots "A" and "B" to include but not be limited to the following;

- Inlet Structure(s),
- Outlet Structure(s),
- Outflow Storm Drain Pipe(s),
- Manholes,
- Junction Structure(s),
- Perimeter fencing,
- Access gates,
- Spillway(s),

all as shown on the storm drain improvement plans for Parcel Map 32326 as approved by the City Engineer.

Exhibit "C"

Maintenance of Upstream Improvements by the City

The purpose of the maintenance services program is to ensure the successful implementation for those Upstream Improvements identified in Exhibit "B", located within Ridge Property identified in Exhibit "A".

These maintenance guidelines are specifically tailored to provide flood protection within Ridge Property. City personnel with experience and knowledge in maintenance and operation of flood control facilities, including detention basins will supervise all maintenance personnel.

For a minimum period as established in the Improvement Agreement for Ridge Property following completion of the Upstream Improvements by Ridge, Ridge will be responsible for the operation and maintenance of the Upstream Improvements.

Fourteen days prior to the release of the Maintenance Bond required in the Improvement Agreement for Ridge Property and upon the submittal to the City of "As-Built" plans for the Upstream Improvements to be maintained under this Agreement, the City will evaluate the Upstream Improvements to determine whether they are fully operable. If judged satisfactory by the City, the Maintenance Bond shall be released and the City will notify Ridge pursuant to **Section 9** of this Agreement that the City shall commence operation and maintenance. At that time, the long-term maintenance program will begin, and the City will assume the maintenance services identified herein. Should the City determine the Upstream Improvements are not fully operable, City will not assume operation and maintenance services and will notify Ridge at the address set forth in **Section 9** of the Agreement of its decision.

(Intentionally Blank)

Maintenance Services

In accordance with the following Upstream Improvement Maintenance Tasks and Schedule, the City will perform the below operation and maintenance services.

Upstream Improvement Maintenance Tasks and Schedule									
Task	Access Road	Detention Basin Side Slopes	Detention Basin Bottom	Detention Basin Inlets	Detention Basin Outlet or Overflow Control Structures	Catch Basin Inlets	Catch Basin Sumps	Storm Drain System	Schedule
Inspect for Sediment Accumulation			▪	▪	▪	▪	▪	▪	Annually
Remove Sediment Accumulation			▪	▪	▪	▪	▪	▪	Every 5-10 Years
Inspect for Debris (dead vegetation and Trash)	▪	▪	▪	▪	▪	▪	▪	▪	Early Spring, fall and after major storms
Clean Debris	▪	▪	▪	▪	▪	▪	▪	▪	As needed
Inspect for Erosion	▪	▪	▪	▪					Early Spring, fall and after major storms
Reestablish permanent vegetation		▪	▪						As needed
Remove dead vegetation				▪	▪				Annually—early spring
Spray Herbicide	▪			▪	▪				Annually—early spring
Apply pre-emergent	▪			▪	▪				Annually--fall
Replace stone rip-rap				▪	▪				Every 3-5 years as needed
Mowing		▪	▪						0-2 times annually
Inspect structural elements during wet weather and compare to as-built plans				▪	▪			▪	Annually
Make adjustments or replacements as determined by annual wet weather inspections			▪	▪	▪			▪	As needed

Keep records of all inspections and maintenance activities	■	■	■	■	■	■	■	■	Annually
Keep records of all costs for inspections, maintenance and repairs	■	■	■	■	■	■	■	■	Annually

City shall not perform or otherwise be responsible to implement any monitoring or mitigation compliance or certify to monitoring or mitigation compliance affecting the Upstream Improvements pursuant to, (i) any conservation covenant or easement, and (ii) any permits issued by the United States Army Corps of Engineers or other similar governmental regulatory agencies.

No other services by the City may be implied or inferred without amendment or modification to this Agreement.

Attachment: Maintenance Agreement - 4M (4198 : APPROVE AGREEMENT FOR DETENTION BASIN MAINTENANCE SERVICES)

City of Moreno Valley

AGREEMENT FOR ON-SITE AND/OR PROFESSIONAL SERVICES

This Agreement is made by and between the City of Moreno Valley, California, a municipal corporation, with its principal place of business at 14177 Frederick Street, Moreno Valley, CA 92552, hereinafter referred to as the "City", and **MARIPOSA LANDSCAPES INC.**, a Corporation, with its principal place of business at 6232 Santos Diaz Street, Irwindale, CA 91702, hereinafter referred to as the "Contractor," based upon City policies and the following legal citations:

RECITALS

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

TERMS

1. CONTRACTOR INFORMATION:

Contractor's Name: Mariposa Landscapes Inc.
 Address: 6232 Santos Diaz Street
 City: Irwindale State: CA Zip: 91702
 Business Phone: (800) 794-9458 Fax No. (626) 960-8477
 Other Contact Number: _____
 Business License Number: 16607
 Federal Tax I.D. Number: _____

2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

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

Attachment: Agreement - Mariposa Landscapes, Inc. (4198 : APPROVE AGREEMENT FOR DETENTION BASIN MAINTENANCE SERVICES)

- C. Payment terms are provided in Exhibit “C” attached hereto and incorporated herein by this reference.
- D. The term of this Agreement shall be as set forth in Exhibit “D” attached hereto and incorporated herein by this reference.

3. **STANDARD TERMS AND CONDITIONS:**

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

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

not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees.

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

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

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

effect throughout the terms of the Agreement and any extension thereof in the minimum amounts provided below:

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

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

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

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

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

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

M. Intellectual Property. Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the City unless explicitly stated otherwise in this Agreement. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Agreement. The City and the Contractor agree that to the extent permitted by law, until final approval by

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

- R. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.
- S. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

Mariposa Landscapes Inc.
6232 Santos Diaz Street
Irwindale, CA 91702
Attn: Terry Noriega, President

City:

City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552
Attn: Hoang Nguyen
PW/Land Development Division

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

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

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

8. Patent rights with respect to any discovery or invention which arises or is developed in the course of or under the Agreement shall be retained by the CITY.

9. Copyrights and rights in data developed in the course of or under the Agreement shall be the property of the CITY. FEMA/CalOES reserve a royalty-free, nonexclusive, irrevocable license to reproduce, publish or otherwise use or authorize to others to use for federal purposes a copyright in any work developed under the Agreement and/or subcontracts for work pursuant to the Agreement.

10. CONTRACTOR shall provide access by the City, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

11. CONTRACTOR shall retain all required records for three years after CITY makes final payments and all other pending matters relating to the Agreement are closed.

12. CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (This provision applies to contracts exceeding \$100,000 and to subcontracts entered into pursuant to such contracts.)

13. CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat. 871).

SIGNATURE PAGE TO FOLLOW

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

City of Moreno Valley

MARIPOSA LANDSCAPES INC.

BY: _____
City Manager

BY: _____

TITLE: _____
(President or Vice President)

Date

Date

BY: _____

TITLE: _____
(Corporate Secretary)

Date

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

City Attorney

Date

RECOMMENDED FOR APPROVAL:

Department Head

Date

Attachment: Agreement - Mariposa Landscapes, Inc. (4198 : APPROVE AGREEMENT FOR DETENTION BASIN MAINTENANCE SERVICES)

EXHIBIT A – SCOPE OF WORK

DETENTION BASIN MAINTENANCE

1. GENERAL PROVISIONS

- a. The work to be performed under this Contract shall include the furnishing of all labor, material, and equipment necessary for the provision of flood control detention basins and appurtenant maintenance services or may be hereafter and as more particularly shown on the Project Location Map and Maps per Section 24.
- b. The Contractor shall have the duty to: inspect for sediment accumulation, debris (dead vegetation and trash), erosion, structural elements during wet weather and compare to as-built plans; clean debris; remove dead vegetation; spray herbicide; apply re-emergent; make adjustments or replacements as determined by annual wet weather inspections; provide general pest control services as requested, including but not limited to weeds, insects, and diseases.
- c. All work shall be performed in accordance with usual and customary flood control practices to achieve, and maintain structural soundness for the detention basins. City staff will periodically inspect all the operations and approve or reject the work performed, and methods or materials used, and make changes in work scheduling.
- d. The Contractor shall be responsible for carefully reviewing the site(s), and verifying each location of proposed work. The Contractor shall not be relieved of his or her liability under this Contract, nor the City, or City be held liable for any loss sustained by the Contractor as a result of any variance between conditions as referred to in the Specifications, and the actual conditions revealed during the examination of the locations of the proposed work.

2. DETENTION BASIN APPURTENANCES / STORM DRAIN STRUCTURES

A. Basin Bottoms

1. To ensure that the facilities function per design intent, the contractor shall perform the following operation and maintenance services:
 - Annually: Inspect for sediment accumulation. Keep records of all inspections and maintenance activities. Keep records of all costs for inspections, maintenance and repairs.

- Early spring, fall and after major storms: Inspect for erosion and for debris (dead vegetation and trash).
 - As needed: Clean debris; make adjustments or replacements as determined by annual wet weather inspections.
2. Machinery / equipment selected shall be operated in a manner that does not: damage or alter basin bottom or basin slope topography, or; damage or render inoperable basin bottom. Any damage to, or alteration of basin bottom or slope topography, or damage of basin bottom resulting from the Contractor's (or sub-contractor's) operations shall be repaired immediately at the Contractor's sole expense.
 3. Debris generated by operation shall be immediately removed from the sites, and disposed of and/or recycled in a legal manner.

B. Concrete Inlet and Outlet Overflow Structures

1. To ensure that the facilities function per design intent, the contractor shall perform the following operation and maintenance services:
 - Annually: Inspect for sediment accumulation. Keep records of all inspections and maintenance activities. Keep records of all costs for inspections, maintenance and repairs.
 - Early spring, fall and after major storms: Inspect for debris (dead vegetation and trash). Scrape basin bottom and remove accumulated silt and debris.
 - Annually-early spring: Remove dead vegetation and spray herbicide.
 - Annually-fall: Apply pre-emergent.
 - As needed: Clean debris; make adjustments or replacements as determined by annual wet weather inspections.
2. Machinery / equipment selected to perform cleanout operations shall be operated in a manner that does not alter drainage surfaces. Any damage to, or alteration of, channel surfaces resulting from the Contractor's (or subcontractor's) operations shall be repaired immediately at the Contractor's sole expense.
3. Debris generated by channel cleanout operations shall be immediately removed from the sites, and disposed of and/or recycled in a legal manner.

C. Detention Basin Inlets

1. To ensure that the facilities function per design intent, the Contractor shall perform the following operation and maintenance services:

- Annually: Inspect for sediment accumulation; inspect the structural elements during wet weather and compare to as-built plans. Keep records of all inspections and maintenance activities. Keep records of all costs for inspections, maintenance and repairs.
 - Annually-early spring, fall and after major storms: Inspect for erosion and debris (dead vegetation and trash).
 - Annually-early spring: Remove dead vegetation and spray herbicide.
 - Annually-fall: Apply pre-emergent.
 - As needed: Clean debris; make adjustments or replacements as determined by annual wet weather inspections.
2. Machinery / equipment selected to perform operations shall be operated in a manner that does not alter or damage structures. Any damage to, or alteration of, the structures resulting from the Contractor's (or subcontractor's) operations shall be repaired immediately at the Contractor's sole expense.
 3. Debris generated by operations shall be immediately removed from the sites, and disposed of and/or recycled in a legal manner.

D. Catch Basin Inlets and Sumps

1. To ensure that the facilities function per design intent, the Contractor shall perform the following operation and maintenance services:
 - Annually: Inspect for sediment accumulation. Keep records of all inspections and maintenance activities. Keep records of all costs for inspections, maintenance and repairs.
 - Annually-early spring, fall and after major storms: Inspect for debris (dead vegetation and trash).
 - As needed: Clean debris.
2. Machinery / equipment selected to perform operations shall be operated in a manner that does not alter or damage structures. Any damage to, or alteration of, the structures resulting from the Contractor's (or subcontractor's) operations shall be repaired immediately at the Contractor's sole expense.
3. Debris generated by operations shall be immediately removed from the sites and disposed of and/or recycle in a legal manner.

E. Detention Basin Side Slopes

1. To ensure that the facilities function per design intent, the contractor shall perform the following operation and maintenance services:

- Annually-early spring, fall and after major storms: Inspect for erosion and debris (dead vegetation and trash). Keep records of all inspections and maintenance activities. Keep records of all costs for inspections, maintenance and repairs.
 - As needed: Repair eroded areas/install erosion control measures.
 - As needed: Clean debris.
2. Machinery / equipment selected to perform operations shall be operated in a manner that does not alter or damage structures. Any damage to, or alteration of, the structures resulting from the Contractor's (or subcontractor's) operations shall be repaired immediately at the Contractor's sole expense.
 3. Debris generated by operations shall be immediately removed from the sites, and disposed of and/or recycled in a legal manner.

F. Storm Drain System

1. To ensure that the facilities function per design intent, the Contractor shall perform the following operation and maintenance services:
 - Annually: Inspect for sediment accumulation; inspect the structural elements during wet weather and compare to as-built plans. Keep records of all inspections and maintenance activities. Keep records of all costs for inspections, maintenance and repairs.
 - Annually-early spring, fall and after major storms: Inspect for debris (dead vegetation and trash).
 - As needed: Clean debris; make adjustments or replacements as determined by annual wet weather inspections.
2. Machinery / equipment selected to perform operations shall be operated in a manner that does not alter or damage structures. Any damage to, or alteration of, the structures resulting from the Contractor's (or subcontractor's) operations shall be repaired immediately at the Contractor's sole expense.
3. Debris generated by operations shall be immediately removed from the sites, and disposed of and/or recycled in a legal manner.

G. Access Road

1. To ensure that the facilities function per design intent, the Contractor shall perform the following operation and maintenance services:
 - Annually: Keep records of all inspections and maintenance activities. Keep records of all costs for inspections, maintenance and repairs.

- Annually-early spring, fall and after major storms: Inspect for debris (dead vegetation and trash) and for erosion.
 - Annually-early spring: Spray herbicide.
 - Annually-fall: Apply pre-emergent.
2. Machinery / equipment selected to perform operations shall be operated in a manner that does not alter or damage structures. Any damage to, or alteration of, the structures resulting from the Contractor's (or subcontractor's) operations shall be repaired immediately at the Contractor's sole expense.
 3. Debris generated by operations shall be immediately removed from the sites, and disposed of and/or recycled in a legal manner.

H. Perimeter Fencing and Access Gates.

1. To ensure that the facilities function per design intent, the Contractor shall perform the following operation and maintenance services:
 - Monthly: Inspect the perimeter fencing and access gates and maintain in operable condition as needed.
2. Machinery / equipment selected to perform operations shall be operated in a manner that does not alter or damage structures. Any damage to, or alteration of, the structures resulting from the Contractor's (or subcontractor's) operations shall be repaired immediately at the Contractor's sole expense.

3. PESTICIDE USE

A. General

1. The City of Moreno Valley encourages the use of effective alternative pest control measures.
2. All pesticide applications shall be made by or under the supervision of a person holding a valid license, permit or certificate issued pursuant to Sections 11701 and following, and Sections 14151 and following, of the California Food and Agricultural Code. Said person or the Contractor is to be registered to conduct a pest control business in the State of California, and the County of Riverside during the entire term of this agreement.
3. All pesticide applications shall be applied as directed by City staff.
4. All pesticide use recommendations shall be in writing, and shall be made by a person holding a valid State of California pest control adviser license pursuant to Sections 12001, and following of the California Food and Agricultural Code. Said person is to be registered with the office of the Agricultural Commissioner of the County of Riverside during the entire term of this agreement.

5. Before the beginning of the agreement period, the Contractor shall supply to City staff a list of all proposed pesticides to be used, along with a use recommendation for each pesticide. No pesticide application shall be made prior to the Contractor's submittal and City staff's approval of said list, and recommendations. Any changes, additions, deletions or substitutions to the recommended pesticides listed shall be submitted in writing to City staff for approval prior to any use of newly recommended material.
6. Disposal of empty pesticide containers, if made in the County of Riverside, shall be in strict compliance with label direction, restrictions and precautions, and all applicable federal, state, county, and local regulations, including but not limited to California Code of Regulations, Sections 6684, 3142, and 3143. City staff may require proof of such compliance in the form of a copy of the Contractor's annual Letter of Compliance, as issued by the County Agricultural Commissioner, and submitted by the Contractor to the County Waste Management Department.

B. Reporting Specifications

1. The Contractor shall be responsible for the filing of all required records and reports, including but not limited to Notice of Intent to Apply, and Pesticide Use Reports, as specified by all county, state and federal agencies. Said reports shall contain accurate and valid information. City staff may require copies of all such records and reports be made available for inspection by City staff after giving twenty-four (24) hour notice to the Contractor.
2. A written notice shall be provided to City staff five (5) working days prior to any pesticide application. Notice shall include name of chemical, area, rate and method of application, and time of day.

C. Ground Covers, Shrubs, and Trees Pesticide Usage Criteria

Weed Control

All shrub bed areas shall be treated with an appropriate pre-emergent herbicide at the maximum allowable rate according to the label, and state regulations. This treatment shall be performed per Exhibit D – Schedule II Work Schedules.

D. Insect and Disease Control

1. City staff may require certain tree species, which are subjected to excessively dusty conditions, be rinsed off with water, as directed by City field staff. Rinsing operations that require the use of powered delivery systems shall be considered Additional Work, per Section 21.
2. City staff may require all Platanus species be sprayed annually with two applications of a copper based dormant spray should an infestation be detected. Applications that require the use of powered delivery systems shall be considered Additional Work, per Section 21.
3. City staff may require all Pyrus and Pyracantha species found to be infected with fireblight be treated with annual applications of a copper based dormant

spray. Applications that require the use of powered delivery systems shall be considered Additional Work, per Section 21.

4. City staff may require all Juniperus, Pinus, Cupressus and Pyracantha species found to be infested with mites be treated with an appropriate acaricide. Applications that require the use of powered delivery systems shall be considered Additional Work, per Section 21.
5. All other insect, disease, and fungus problems will be treated on a site- and need-specific basis as determined by City staff. Any preventative or curative treatment that requires the use of powered delivery systems shall be considered Additional Work, per Section 21.

E. Vertebrate Pest Control

1. All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever and whenever found on the site(s).
2. Control methods shall be as approved by City staff and shall include, but not be limited to, chemical, and mechanical methods.
3. Failure to treat site(s) for vertebrate pests within seven (7) calendar days of notification from City staff may result in the assessment of non-performance penalties, per Section 23.

4. SCHEDULING OF WORK

- A. The Contractor will adhere to the facilities, equipment and monthly and annual work schedules submitted as a part of the Contractor's proposal, and incorporated herein by this reference. These schedules, and any approved revisions thereto, will be used by the City as a basis for determining the Contractor's satisfactory performance.
- B. Revisions to facilities, equipment, or monthly and annual work schedules may not be implemented without the prior written approval of City staff. The Contractor is required to submit proposed revisions regarding facilities, equipment or monthly and annual work schedules in writing to the City at the address as set forth in the Agreement at least ten (10) working days prior to commencing work per the proposed revisions.
- C. The above provisions shall not be construed to eliminate the Contractor's responsibility for complying with the requirement to notify City staff for Specialty type maintenance as set forth immediately hereinafter.
- D. The Contractor shall notify City staff in writing at least five (5) working days prior to the date and time of all "Specialty" type maintenance operations. Specialty type maintenance operations includes, but is not limited to:
 1. Slope Tracking;
 2. Application of pesticides by any method;
 3. Other operations so designated by City staff;

4. Pavement repair/erosion control installation.

Notification of "Specialty" maintenance operations shall include a brief description of intended method(s) of execution, materials to be used, and the dates for commencement and completion of said operations.

- E. When inclement weather renders performance per the approved schedule unsafe, impractical, or liable to damage the basins, the Contractor is required to submit an adjusted work schedule to City staff for approval, which will allow the Contractor to complete the areas affected and resume work in all areas in accordance with the approved service schedule.
- F. For the purposes of this agreement, "Working Days" are Mondays through Fridays, excluding holidays as provided herein. The hours of on-site maintenance service will be from 7:00 a.m. to 4:00 p.m., not including mobilization to or from work site, on those days maintenance is to be provided pursuant to the work schedule as approved by City staff. Any work the Contractor proposes to perform outside of the days and hours set forth hereinabove, as well as on legal City holidays, shall not be undertaken without the prior written approval by City staff.

The following days have been designated as City holidays:

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25

If a holiday falls on a Sunday, the following Monday shall be the day the holiday is observed. If a holiday falls upon a Saturday, the preceding Friday shall be the day the holiday is observed. If a scheduled maintenance service day falls on a designated holiday, the Contractor shall submit a proposed make-up day for City staff's approval.

5. FUNCTIONS AND RESPONSIBILITIES

- A. The Contractor shall on an ongoing basis maintain and submit complete reports that record all work performed by the Contractor (See Exhibit A – Scope of Work "Reporting Forms", Section 25) and at the intervals specified therein. Such

reports shall contain, but shall not be limited to Quarterly Greenwaste reports, Monthly reports, pesticide reports, and complaints.

- B. The monthly payment for the work so reported will not be authorized until such reports are received, and approved by City staff.
- C. City staff may require the Contractor to attend meetings with the City field staff at some fixed interval to review the Contractor's operations, and schedule future work as may be ordered by City staff.
- D. The Contractor shall maintain an office at some fixed place, and be listed in the telephone directory in the Contractor's name.
- E. The Contractor shall at all times employ some responsible person(s) to receive phone calls and take the necessary action regarding all inquiries, complaints, and/or emergency calls that may be received from City staff or other authorized individuals or agencies as listed below. This person(s) shall be reachable twenty-four (24) hours per day, seven (7) days a week. The Contractor shall notify the Land Development Division at ldstaff@moval.org within three (3) calendar days of any change of the name or contact information of the responsible person(s).
- F. During normal working hours, the Contractor's Supervisor or designated employee responsible for providing maintenance services to the City shall be directly available for immediate notification through some type of reliable electronic means, including but not limited to, mobile or cellular phone.
- G. The Contractor or Contractor's designated employee shall confirm said notification within one (1) hour of receipt. An answering service will be considered an acceptable substitute for coverage only during periods outside of normal working hours, provided the Contractor is advised of emergency calls within one (1) hour of receipt of the call by the answering service and within twenty-four (24) hours after receipt of non-emergency calls by the answering service. The above provision for the Contractor's communication with the City is the minimum acceptable standard under this agreement.
- H. The Contractor shall respond to an emergency call from any of the parties listed herein this section no later than two (2) hours following first notification by telephone, written email, written mailed correspondence or facsimile transmission. In situations involving emergency repair work after normal working hours, the Contractor shall dispatch qualified personnel, and equipment to reach the site within two (2) hours of first notification. An emergency may be called by the following individuals or agencies at any time:
 - 1. City Manager/Assistant City Manager
 - 2. Public Works Director/City Engineer
 - 3. Police Department
 - 4. Fire Department
 - 5. Street Maintenance Supervisor
 - 6. Stormwater Program Manager
 - 7. Engineering Div Mgr/Asst City Engineer

- I. Contractor's emergency response and any necessary corrective work shall be considered Additional Work as defined in Section 21 below, unless said emergency is determined to have been caused by an act or omission attributable to the Contractor.

6. COMPLAINTS

- A. All complaints shall be responded to as soon as possible after notification, but in all cases within twenty-four (24) hours, to the satisfaction of City staff. If any complaint is not satisfactorily responded to within twenty-four (24) hours, City staff shall be notified immediately of the reason for not remedying the complaint followed by a written report to City staff within five (5) working days. If the complaints are not remedied within the time specified, and to the satisfaction of City staff, City staff may correct the specific complaint by using an alternative source. The total cost incurred by City staff to effect necessary remedies will be deducted from the payments owing to the Contractor from the City, per Section 22.
- B. The Contractor shall maintain a written record of all complaints, the date and time thereof, and the action taken pursuant thereto, or the reason for non-action. Said record shall be submitted to City staff monthly, as part of the Monthly Report.
- C. In addition to the provisions included herein, in the event of a failure by the Contractor to satisfactorily remedy a complaint in a timely manner or for any other breach of this agreement by the Contractor, the City may immediately, upon written notice to the Contractor, terminate this agreement.

7. CONTRACTOR'S STAFF

- A. The Contractor shall provide sufficient personnel to perform all work in accordance with the Specifications set forth herein. All of the Contractor's maintenance personnel shall be supervised at the work site(s) by a qualified Supervisor in the employ of the Contractor. Work Site Supervisors must be able to demonstrate to the satisfaction of City staff that they possess adequate technical background, and communication skills to perform the intended services. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work, which will be acceptable to City staff. Any order or communication given to the Work Site Supervisor shall be deemed to have been delivered to the Contractor.
- B. The Contractor and his employees and subcontractors, if any, shall conduct themselves in a proper, professional, and efficient manner at all times, and shall cause the least possible inconvenience to the public.
- C. City staff may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interests of the City.

- D. The Contractor shall require each employee performing work under the agreement to adhere to basic public works standards of working attire, including but not limited to wearing of proper clothing, proper shoes, and other gear required by applicable Safety Regulations and/or fertilizer/pesticide label requirements.
- E. Shirts shall be worn at all times, and shall be buttoned.
- F. The Contractor shall establish an identification system for the Contractor's personnel which clearly indicates to the public the name of the Contractor. The identification system shall be furnished at the Contractor's expense and may include appropriate attire, and/or name badges as specified by City staff.

8. EMPLOYMENT OF APPRENTICES

The provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code regarding the employment of properly registered apprentices may apply to this agreement if the Contractor, or any subcontractors thereunder, employs workers in any apprenticeable craft or trade. It is the Contractor's sole responsibility to comply with the Labor Code sections cited above. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the California Department of Industrial Relations.

9. SAFETY

- A. The Contractor agrees to perform all work as outlined in the provisions listed herein in such a manner as to meet all accepted standards for safe practices and to safely maintain equipment, machines, and materials, and prescribe and employ all precautions and safety procedures related to other hazards consequential to the work; and accepts additionally the sole responsibility for complying with all local, State, Federal and other legal requirements including but not limited to, full compliance with the terms of any and all applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including the Contractor's employees and subcontractors, agents of the City, District, materialmen, vendors, members of the public and others from foreseeable injury, or damage to their property.
- B. The Contractor's operations shall be conducted in such a manner as to cause the least possible obstruction, and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and warning signs as may be deemed necessary by City staff, or any duly constituted public safety official.
- C. The Contractor's work area traffic control, including but not limited to, type and placement of signs, barricades, and delineators, shall be in accordance with the "Manual of Uniform Traffic Control Devices, 2014 Revision 4 (or most current revised version) California Supplement" Part 6 Temporary Traffic Control.

- D. The Contractor's work should not encroach into open lanes of traffic between the hours of 7:00 a.m. and 8:30 a.m., or between the hours of 3:30 p.m. and 6:00 p.m.
- E. The Contractor shall maintain all work sites free of hazards to persons or property resulting from the Contractor's operations. The Contractor shall inspect for all potential hazards at said areas under maintenance, and keep a record indicating date inspected, and action taken. Said record shall be submitted to City staff monthly as part of the Monthly Report. Any hazardous condition noted by the Contractor, which is not a result of the Contractor's operations, shall be immediately reported to City staff.
- F. The Contractor shall be responsible for making minor corrections, including but not limited to, filling holes in turf areas, replacing valve box covers, and repairing irrigation systems, so as to protect members of the public or others from injury.
- G. The Contractor shall cooperate fully with the City in the investigation of any accidental injury or death occurring on the site, including a complete written report thereof to City staff within five (5) working days following the occurrence.
- H. In addition to payment deduction or assessment of non-performance penalties, repeated failure to comply with the provisions of this section may result in termination of the agreement, per the terms of the Independent Contractor Agreement.

10. USE OF CHEMICALS

- A. Before the beginning of the agreement period, the Contractor is required to submit a list, which shall include the exact Brand Name, Label, and Safety Data Sheet (SDS) of all chemicals proposed for use under this agreement, including but not limited to fertilizers and pesticides, for approval by City staff. Where applicable, materials included on this list shall be chemicals as approved by the State of California Department of Food and Agriculture.
- B. City staff shall be notified in writing of any changes or deviations from the above list. Use or application of said materials shall not be made prior to approval by City staff.
- C. Chemical applications, including but not limited to fertilizers and pesticides, shall be made in strict compliance with the label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state, or federal regulatory agency, or the Public Works Department of the City of Moreno Valley.
- D. The Contractor shall report all fertilizers and pesticides used in the performance of the work as an element of Contractor's Monthly report, as set forth herein. This report shall include the date, time of day, location, type of material, method of application, and environmental data.

- E. The Contractor is free to use the most cost-effective pesticide available that has a California approved label and is used in compliance with this label. The City is sensitive to the need to use the least toxic material available that will be effective. In practice that may mean products that carry the CAUTION signal word would be the material of choice.

In the event the City opts to reduce the use of 'synthetic' pesticides in favor of alternative, naturally derived materials or methods, the Contractor will end the use of synthetic materials (e.g. glyphosate) and implement a supplemental weed control strategy. This WILL NOT replace the weed control component already in the bidder's base cost; this will be an additional cost added to the base work amount to cover additional labor and materials that will be needed in the event use of glyphosate or other synthetic materials were to be eliminated by the City.

11. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT – REQUIRED URBAN RUNOFF MANAGEMENT TRAINING

- A. The Contractor shall provide NPDES Permit training for Urban Runoff Management to Contractor's employees and subcontractors if any.
- B. Failure to provide Urban Runoff Management training is a violation of Order No. R8-2010-0033, NPDES No. CAS 618033 (Municipal Separate Storm Sewer System NPDES Permit), Section XV, for each day of which such failure occurs, and shall in addition, be a breach of the agreement with the City of Moreno Valley.
- C. The Contractor understands and agrees that NPDES Permit violations are grounds for enforcement action by the Environmental Protection Agency, the State/Regional Water Resources Control Board, and the City and may result in permit termination (stop work order), civil and criminal fines, and termination of agreement.
- D. By submitting a proposal, the Contractor certifies to the City that the Contractor's employees and subcontractors, if any, have been trained for Urban Runoff Management, and sufficient sums are included in the Proposal's amount to cover costs of such said training.

12. RESTRICTED PESTICIDE MATERIALS PERMIT AND USE CONSENT

- A. The City shall maintain in full force and effect throughout the entire term of the agreement a valid Restricted Materials Permit issued by the Agricultural Commissioner of the County of Riverside on behalf of the California Department of Pesticide Regulation. The Contractor shall comply with all permit conditions that pertain to any of the pest control materials listed on said permit that may be used in the course of the Contractor's operations under this agreement.
- B. City staff must give consent in writing prior to application of any Category I pesticide Licenses and Permits.

13. LICENSES AND PERMITS

The Contractor shall, without additional expense to the City, possess all federal, state, and local licenses and permits, including but not limited to a valid City Business License, required for the performance of the work under this agreement.

14. DEPARTMENT OF INDUSTRIAL REGULATIONS

- A. California law provides that "A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform work pursuant to Labor Code Section 1725.5." Please refer to "Contractor Registration" from <http://www.dir.ca.gov/Public-Works/PublicWorks.html> to register and obtain more information.
- B. The Contractor and all tiers of its subcontractors must be registered and maintain a current registration during the term of this agreement.
- C. Pursuant to the above law, no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code Section 1771.1(a)]. Additionally, no contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.
- D. This project is also subject to compliance monitoring and enforcement by the Department of Industrial Relations. The City of Moreno Valley will not accept a proposal nor will it contract or subcontract without proof of the Contractor's or subcontractor's current registration to perform public works pursuant to Section 1725.5.
- E. The Contractor acknowledges and agrees to fully comply with the provisions of Section 1771, 1774 - 1776, 1777.5, 1813, 1815 and 1860 of the Labor Code

15. PAYROLL RECORDS

- A. The Contractor, and any subcontractor thereunder, shall keep complete accurate payroll records for each workman employed by the Contractor/ subcontractor in connection with this agreement, as required by California Labor Code Section 1776.
- B. The Contractor, and any subcontractor thereunder, shall make available to the City upon its request certified payroll records for each workman employed in connection with this agreement as required by California Labor Code Section 1776.

- C. The City may withhold from the Contractor's progress payments the penal sum of twenty-five dollars (\$25.00) per calendar day (or portion thereof) for each worker employed in connection with this agreement should the Contractor, or any subcontractors thereunder, fail to strictly comply with California Labor Code 1776 after receiving written notice of non-compliance.

16. PREVAILING WAGE AND WORKERS' COMPENSATION

- A. Pursuant to provision of Section 1773 of the Labor Code of the State of California, the City of Moreno Valley has obtained the general prevailing rate of per diem wages applicable for the work to be done, including but not limited to: straight time, overtime and holiday work; travel and subsistence payments; employee payments of health and welfare, vacation, pension, and similar purposes. Said rate and scale are on file with the Public Works Department of the City of Moreno Valley, and copies will be made available to any interested party on request. These rates shall be the minimum wage rates for this project. Throughout the term of this agreement, the Contractor will be required to post a copy of said rate, and scale as required by the Labor Code.
- B. Pursuant to provisions of Section 1775 of the Labor Code, the Contractor shall forfeit as penalty to the City of Moreno Valley, not more than fifty dollars (\$50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinabove stipulated for any work done under the attached agreement, by the Contractor or by any subcontractor under the Contractor's direction and control, in violation of the provisions of said Labor Code.
- C. In accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his employees.

17. SUBSTITUTION OF SECURITIES

- A. Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the City of Moreno Valley to ensure performance under the agreement. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City of Moreno Valley, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor.
- B. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld, and shall receive any dividends or interest thereon.
- C. The Contractor shall give the City written notice within thirty (30) days after the agreement is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow,

the escrow shall be governed by a written escrow agreement in a form which is substantially similar to the agreement set forth in Section 22300 of the Public Contract Code.

18. CONTRACTOR'S LIABILITY

The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence attributable to the Contractor in connection with the performance under this agreement. Any and all restitution or repairs deemed necessary by City staff to remedy such damages shall be furnished and performed at the Contractor's sole expense, and shall be completed within the time limits established by City staff.

19. CONTRACTORS LICENSE

Contractors are required by law to be licensed, and regulated by the Contractors' State License Board. The Contractor will comply with all applicable licensing laws, and regulations. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, 9821 Business Park Drive, Sacramento, CA 95827. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

20. CLAIM RESOLUTION PROCEDURES

Section 9204 of the Public Contract Code sets forth the following requirements for claims submitted by a contractor on a public works project:

- A. A contractor must furnish "reasonable documentation to support the claim."
- B. Upon receipt of a claim, a public entity must "conduct a reasonable review" and provide a written statement to the Contractor within 45 days of receipt of the claim.
- C. For any undisputed portion of a claim, a public entity must make payment within 60 days of the public entity's issuance of the written statement.
- D. If the contractor disputes the public entity's written statement, or if the public entity fails to respond, the contractor may demand "an informal conference to meet and confer for settlement of the issues in dispute."
- E. The public entity must schedule the meet and confer conference within 30 days of the demand.
- F. Within 10 business days following the meet and confer conference, the public entity must provide a written statement identifying the portion of the claim that remains in dispute. Any payment due on an undisputed portion of the claim must be made within 60 days of the meet and confer conference.
- G. After the meet and confer conference, any disputed portion of the claim "shall be submitted to non-binding mediation."

- H. If mediation is unsuccessful, the parts of the claim that remain in dispute shall be subject to applicable procedures outside Section 9204 (statutory and contractual).
- I. Failure of a public entity to respond to a claim within the time periods described in Section 9204 "shall result in the claim being deemed rejected in its entirety."
- J. Amounts not paid in a timely manner shall bear interest at 7 percent per year.

21. ADDITIONAL WORK

- A. During the term of this Contract the City may, at its discretion, authorize the Contractor to perform certain work in addition to that set forth herein as Contractor's Scope of Work. Said Additional Work shall include: paragraph C. below ("Additional Basin Areas"), and Section 4, paragraph C., "Scheduling of Work".

If the City determines it to be in the City's best interest, said Additional work may include: Acts of God (i.e., earthquake damage, storm damage), or vandalism, theft, and acts or omissions by third parties.

Compensation for all such Additional Work shall be calculated either: at the prices set forth by the Contractor in Exhibit A – Schedule III "Additional Work Pricing", or at a price based on the Contractor's written estimate (lump sum, time and materials, or cost plus basis), as determined by City staff. Except as set forth in paragraph B. below, the Contractor shall not perform any such Additional Work without first obtaining express authorization from the City.

- B. Notwithstanding the above requirement for prior authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the City may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. However, within twenty-four (24) hours after receiving a verbal authorization, the Contractor shall submit a written estimate to the City for approval. Whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the City may, after reasonable attempt to notify the Contractor, cause such action to be taken by the City's work force.
- C. The Contractor shall maintain as Additional Work, at a unit price comparable to basin areas described herein, Additional Basin Areas that the City may add to this Contract. In the event that notification is made of a new installation, at other than the beginning of a monthly period, the unit cost as set forth by Contractor in Exhibit A – Schedule III "Additional Work Pricing", shall be prorated from the day the Contractor commences work on the additional areas.
- D. Except as specifically approved by subsequent action of the City Council, City staff may not authorize Additional Work pursuant to paragraphs A., B., and C. above in excess of the cumulative total of **\$54,155.00** for each contract year during the term of this Contract.

22. PAYMENT DEDUCTIONS

The City may deduct payment to such extent as may be necessary to protect the City from loss due to:

- a. Work required in the General Provisions which is: not performed, or; not performed to the standards set forth therein, or; not performed at or within the time(s) specified therein, or; is incomplete;
- b. Claims filed or reasonable evidence indicating probable filing of claims by laborers, materialmen, subcontractors, or third parties.

23. NON-PERFORMANCE PENALTIES

The Contractor may become liable for payment of non-performance penalties for failure to: provide adequate communications; provide adequate work area safety; complete "Specialty" operations in a timely manner as set forth in the *Scope of Work/General Provisions*; submit notifications or reports required by the Contract, or *Scope of Work/General Provisions*, at the intervals and/or frequencies set forth therein, or; perform work required by the *General Provisions* at the intervals and/or frequencies as set forth therein, or as set forth in Contractor's approved work schedule, or as directed by the City. For each of the categories set forth hereinabove, the penal sum of \$100.00 per working day will be assessed for each working day the deficiencies remain uncorrected.

If non-performance penalties are to be assessed, the Contractor will be notified immediately by facsimile transmission, or in writing, or by telephone.

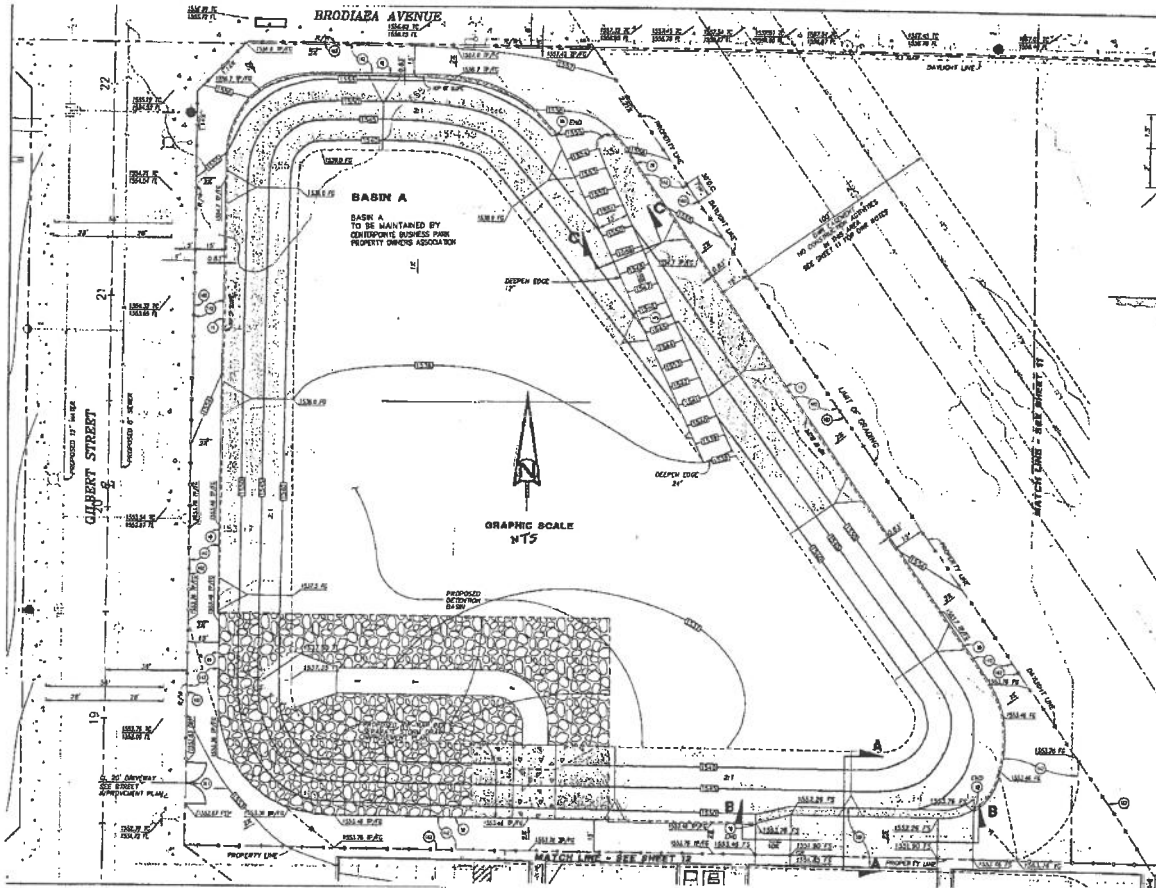
The Contractor will not be assessed non-performance penalties for delay occasioned by the failure of the City, or of the owner of a utility to provide for the removal or relocation of utility facilities.

24. PROJECT LOCATION MAPS

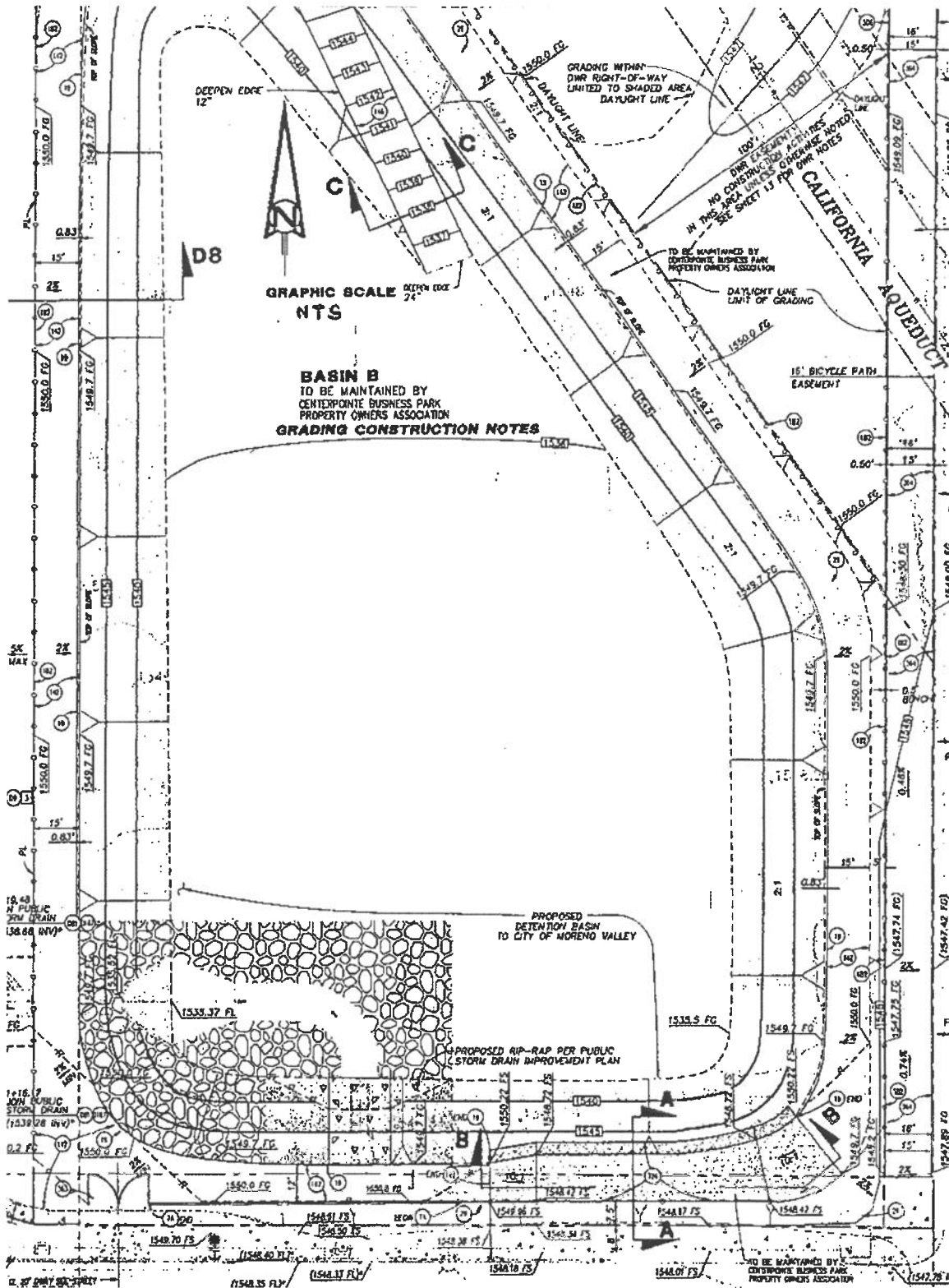
VICINITY MAP



Attachment: Agreement - Mariposa Landscapes, Inc. (4198 : APPROVE AGREEMENT FOR DETENTION BASIN MAINTENANCE SERVICES)



Ridge Basin Lot A



Ridge Basin Lot B

Attachment: Agreement - Mariposa Landscapes, Inc. (4198 : APPROVE AGREEMENT FOR DETENTION BASIN MAINTENANCE SERVICES)

25. REPORTING FORMS

- A. Monthly reports, at a minimum, shall document the work completed performed by the Contractor and shall include details specific to the dates, the specific locations, and corrective action taken, if any. Monthly reports shall be submitted to the City staff at ldstaff@moval.org by the tenth day of each month, one (1) month in arrears.
- B. Greenwaste Recycling
1. The Public Resources Code (PRC), Division 30, Sections 41000 through 41780 requires that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction.
 2. For the purposes of this agreement, materials defined as "greenwaste" shall include all plant parts (i.e. trimmings, prunings, grass clippings, etc.) removed from agreement sites by the Contractor, or any subcontractors thereunder, in the performance of agreement's Scope of Work.
 3. The Contractor, or any subcontractor thereunder, shall deposit all greenwaste generated while performing the agreement's Scope of Work at a landscape material recycling center, or reuse said greenwaste in a lawful manner. Contractor, or any subcontractor thereunder, shall be solely responsible for all costs incurred in complying with this requirement.
 4. The Contractor shall submit a Quarterly Greenwaste Report as set forth herein. The Contractor shall provide responses to all information requested therein and shall include, on a separate Quarterly Greenwaste Report form, any greenwaste generated through the operations of any subcontractors performing work under Contractor's Scope of Work.
 5. Quarterly Greenwaste reports shall be submitted to the City staff at ldstaff@moval.org by the tenth day of each quarter month, one (1) month in arrears.
- C. A Monthly Services report, at a minimum, shall document the work performed by the Contractor and shall contain detailed information as is described in the form attached hereto and any other relevant information about the Contractor's work to identified hazards, chemical use, and customer complaints. Said report shall be in a format acceptable to the Land Development Division. Monthly Services reports shall be submitted to the City staff at ldstaff@moval.org by the tenth day of each month, one (1) month in arrears.
- D. Pesticide Use reports shall be completed and submitted in accordance with federal, state, and local law and consistent with the provisions herein.
- E. The Contractor shall refer to sections included herein and ensure additional reports, if necessary, are submitted to City staff, as appropriate and consistent with this agreement, and other agencies, as required by law, to ensure compliance with all federal, state, and local laws.

Quarterly Greenwaste Report Form
City of Moreno Valley, Land Development Division
ldstaff@moval.org – Due: 10th day of each quarter,

PROJECT NO. DB – PM 32326

Month _____ Year _____

1. Source of greenwaste
DB-PM 32326 _____

2. Amount of greenwaste generated from above source (by weight) _____ Lbs. or tons

3. Name, address, and phone number of recycling Facility accepting greenwaste
Company Name _____
Address _____
Phone Number _____

4. Amount of greenwaste-source products (mulch, compost, top dressing, and soil amendments, etc.) furnished to Project (by weight) _____ Lbs. or tons

5. Name, address, and phone number of recycle supplying greenwaste-source products to Project (if different from above)
Contractor Name _____
Address _____
Phone Number _____

Contractor Name: _____
Address: _____
Phone Number: _____

Monthly Report Form

City of Moreno Valley, Land Development Division
 ldstaff@moval.org – Due: 10th day of each month

	Maintenance <ul style="list-style-type: none"> • Date(s) • Area Service Type <ul style="list-style-type: none"> • Mow/edge • Trim/prune-weed • Litter-irrigation • Etc. 	Pesticides <ul style="list-style-type: none"> • Date(s) • Product used • Amount used • Area • Target pest 	Complaints <ul style="list-style-type: none"> • Date(s) received • Complaint/action • Date corrected • Corrective action 	Hazards <ul style="list-style-type: none"> • Date(s) noted • Hazard type • Date City notified • Date corrected • Corrective action
WEEK 1				
WEEK 2				
WEEK 3				
WEEK 4				
WEEK 5				

EXHIBIT A – SCOPE OF WORK
 25 of 25

Bid Results

Bidder Details

Vendor Name Mariposa Landscapes, Inc.
Address 6232 Santos Diaz Street
 Irwindale, CA 91702
 United States
Respondee Brandon Park
Respondee Title Estimator
Phone 626-960-0196 Ext. 2725
Email brandon.park@mariposa-ca.com
Vendor Type MBE,CADIR
License # 592268
CADIR 1000005079

Bid Detail

Bid Format Electronic
Submitted September 14, 2020 10:08:18 AM (Pacific)
Delivery Method
Bid Responsive
Bid Status Submitted
Confirmation # 226214
Ranking 0

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
Bid Proposal RFP No 2020-016R	Bid Proposal RFP No 2020-016R.pdf	General Attachment
Bid Bond RFP No 2020-016R	Bid Bond RFP No 2020-016R.pdf	Bid Bond

Line Items

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
	Main Bid					
1	Inspect for sediment accumulation, debris, erosion, structural elements and compare to as-built plans	Monthly	12	\$373.00	\$4,476.00	
2	Clean debris, remove dead vegetation	Monthly	12	\$1,119.00	\$13,428.00	
3	Spray herbicide & apply pre-emergent	Monthly	12	\$1,119.00	\$13,428.00	
4	Provide general pest control (weeds, insects, disease)	Monthly	12	\$1,119.00	\$13,428.00	
5	Videotape storm drain bleeder lines/remove sediment/debris as applicable	annual	1	\$5,000.00	\$5,000.00	allows 1 day per basin
				Subtotal	\$49,760.00	

Attachment: Agreement - Mariposa Landscapes, Inc. (4198 : APPROVE AGREEMENT FOR DETENTION BASIN MAINTENANCE SERVICES)

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
Additional Work Price List #1						
6	Additional Labor	man hour	1	\$40.00	\$40.00	
					Subtotal	\$40.00
Additional Work Price List #2						
7	Additional Supervision	man hour	1	\$65.00	\$65.00	
					Subtotal	\$65.00
Additional Work Price List #3						
8	Markup percentage of contractor's cost. All materials not specified to be supplied as part of the Contract as set forth in Exhibit A, including but not limited to, plant materials, chemicals, pesticides, and fertilizers.					
		percent	0	0	0	15 percent markup
					Subtotal	0
As Needed Services #1						
9	Basin side slope tracking	LS	1	0	0	Unable to bid lump sum. Slope tracking requirements are variable and methods should be determined by soils and civil engineers based on site conditions at time of repair."
					Subtotal	0
As Needed Services #2						
10	Remove sediment accumulation	CY	1	\$110.00	\$110.00	25 yard minimum
					Subtotal	\$110.00
As Needed Services #3						
11	Replace rip rap	TN	1	\$130.00	\$130.00	12 ton minimum
					Subtotal	\$130.00
As Needed Services #4						
12	Repair eroded areas/install erosion control	SF	1	0	0	Unable to bid lump sum. Repair methods, compaction requirements, testing requirements should be determined by soils and civil engineers based on site conditions at time of repair
					Subtotal	0
As Needed Services #5						
13	Make adjustments/replacements to the basin bottom/outlet or overflow control structures/SD system					
		LS	1	\$1,600.00	\$1,600.00	Allows 1 day

Attachment: Agreement - Mariposa Landscapes, Inc. (4198 : APPROVE AGREEMENT FOR DETENTION BASIN MAINTENANCE SERVICES)

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
	As Needed Services #6			Subtotal	\$1,600.00	
14	Access Road repair (crack seal/repair edge of pavement deterioration at overflow spillway (Basin B)	LS	1	\$1,500.00	\$1,500.00	QTY unknown allowance provided
				Subtotal	\$1,500.00	
	As Needed Services #7					
15	Fence Repair	LF	1	\$950.00	\$950.00	for 10 ft section
				Subtotal	\$950.00	
				Total	\$54,155.00	

Subcontractors

Name & Address	Description	License Num	CADIR	Amount	Type
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Attachment: Agreement - Mariposa Landscapes, Inc. (4198 : APPROVE AGREEMENT FOR DETENTION BASIN MAINTENANCE SERVICES)

EXHIBIT B - CITY RESPONSIBILITIES

1. AGREEMENT SUPERVISION

The Agreement shall be administered on behalf of the Public Works Director of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director."

The Director will decide all questions, which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the Contract by the Contractor, interpretation of the Specifications, and compensation to include completion of work by alternate sources.

2. RESTRICTED PESTICIDE MATERIALS/PERMIT/USE CONSENT

- A. The City shall maintain in full force and effect throughout the entire term of the Contract a valid Restricted Materials Permit issued by the Agricultural Commissioner of the County of Riverside on behalf of the California Department of Pesticide Regulation. The Contractor shall comply with all permit conditions that pertain to any of the pest control materials listed on said permit that may be used in the course of the Contractor's operations under this Contract.
- B. City staff must give consent in writing prior to application of any Category I pesticide.

3. BASIN ACCESS

City staff shall unlock the gates to the basins for the Contractor to access and perform duties per this contract. The Contractor shall notify City at least forty-eight (48) hours advanced notice.

EXHIBIT C

TERMS OF PAYMENT

1. The Contractor's compensation shall not exceed **\$54,155.00** for each fiscal year, not to exceed **\$270,775.00 cumulatively** including the four (4) annual fiscal year extensions.
2. The Contractor will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: <http://www.moval.org/biz-lic>.
3. The Contractor will electronically submit an invoice to the City on a monthly basis for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services since the last invoice. At no time will the City pay for more services than have been satisfactorily completed and the City's determination of the amount due for any progress payment shall be final. The Contractor will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org

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

Copies of invoices may be submitted to the Land Development Division/Public Works Department at hoangn@moval.org or calls directed to (951) 413-3216.

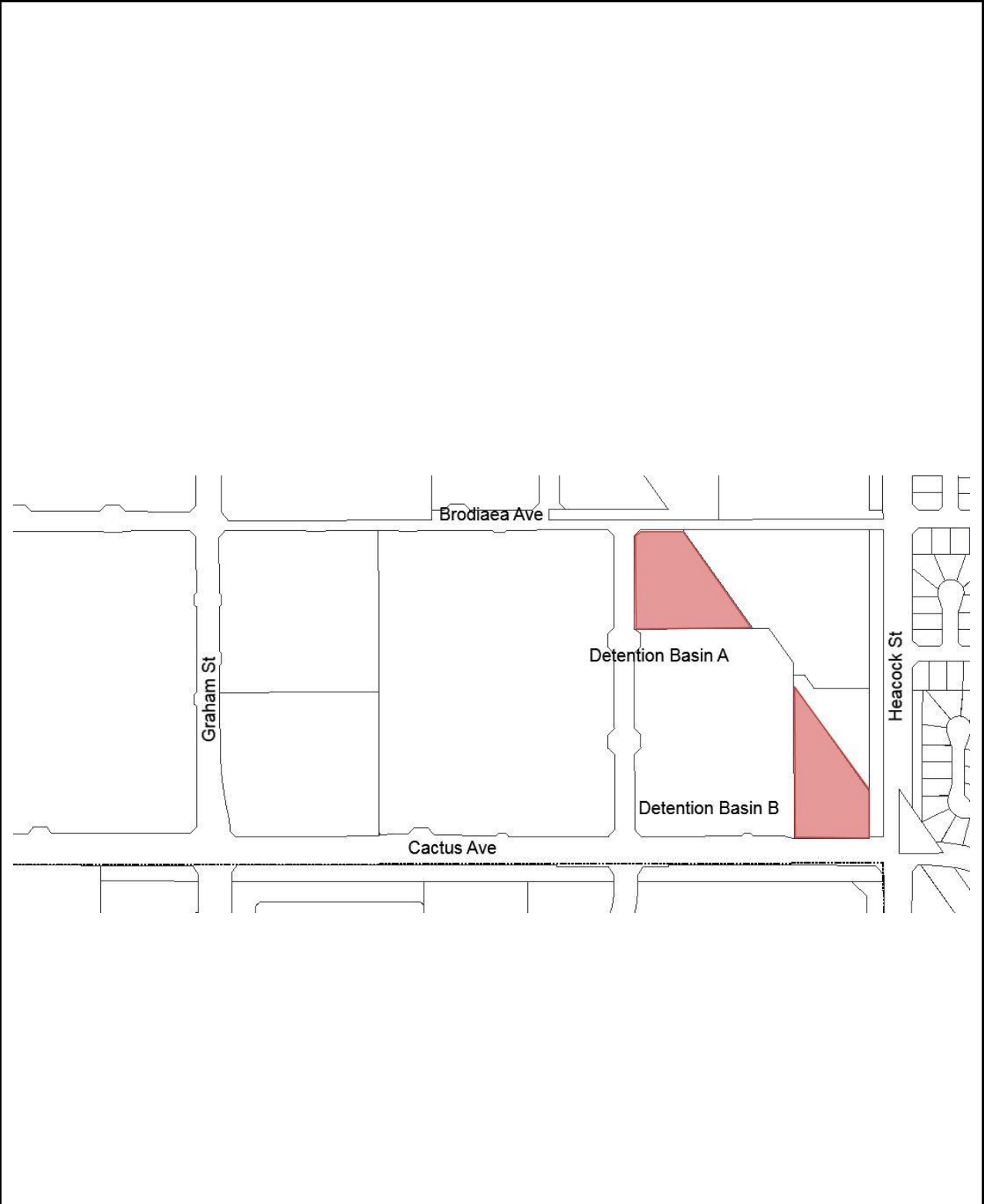
3. The Contractor agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at: http://www.moval.org/city_hall/forms.shtml#bf
4. The minimum information required on all invoices is:
 - A. Vendor Name, Mailing Address, and Phone Number
 - B. Invoice Date

- C. Vendor Invoice Number
 - D. City-provided Reference Number (e.g. Project, Activity)
 - E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
6. The City shall pay the Contractor for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.
7. Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.
8. Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

EXHIBIT D - TERM OF CONTRACT

TERM OF CONTRACT

- A. Following approval by all parties, the Contract will commence on effective date, and shall terminate June 30, 2021 (1) year thereafter.
- B. At the expiration of its term, and with the written concurrence of all parties, the Contract may be extended for up to four (4) annual fiscal years.
- C. Multi-year contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley. In the event that the City Council does not grant necessary funding appropriations and/or program approvals, the affected multi-year contract becomes null and void effective July 1 of the fiscal year for which such approvals have been *denied*.



CITY OF MORENO VALLEY
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT

DBF/09
CFD #4M

Attachment: Vicinity Map - PM 32326 (4198 : APPROVE AGREEMENT FOR DETENTION BASIN MAINTENANCE SERVICES)



Report to City Council

TO: Mayor and City Council

FROM: Michael L. Wolfe P.E., Assistant City Manager

AGENDA DATE: November 17, 2020

TITLE: AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO BAKER ELECTRIC INC. FOR THE MORENO VALLEY RANCH ITS AND PIGEON PASS ROAD ITS PROJECTS (PROJECTS 808 0025 AND 808 0030)

RECOMMENDED ACTION

Recommendations:

1. Reject all other bids, waive any and all minor irregularities, and award a construction contract to Baker Electric, Inc. for the Moreno Valley Ranch ITS and Pigeon Pass Road ITS projects in the amount of \$539,893.70 and authorize the City Manager to execute the contract;
2. Authorize the issuance of a Purchase Order to Baker Electric, Inc. in the amount of \$593,883.07 (\$539,893.70 bid amount plus a 10% contingency), using Traffic Signal Development Impact Fees (DIF);
3. Authorize the Public Works Director/City Engineer to execute any subsequent related change orders to the contract, not to exceed the contingency amount of \$53,989.37;
4. Approve the First Amendment to the Agreement for Professional Consultant Services with KOA Corporation, to provide construction management services for the aforementioned projects;
5. Authorize the City Manager to execute the First Amendment with KOA Corporation and any subsequent amendments subject to the review and approval of the City Attorney and available budget;

- 6. Authorize an increase to Purchase Order 2020-1044 with KOA Corporation from a not-to-exceed amount of \$356,746.35 to a not-to-exceed amount of \$467,786.35, using Traffic Signal DIF funds; and
- 7. Authorize a budget adjustment as set forth in the Fiscal Impact section of this report.

SUMMARY

This report recommends approval of a contract with Baker Electric, Inc. for the construction of Intelligent Transportation Systems improvements, and a contract amendment with KOA Corporation for construction management services for the same project. The work is funded by Development Impact Fees.

DISCUSSION

The Moreno Valley Ranch ITS and Pigeon Pass Road ITS projects are in the Capital Improvement Program as funded projects. The projects serve to replace obsolete, difficult-to-maintain equipment with state-of-the-art equipment. This will allow for remote monitoring and control, as well as extending the City’s fiber optic plant to new parts of the City; thus furthering Smart City initiatives. The Moreno Valley Ranch ITS project will connect traffic signals along Cactus Avenue, Moreno Beach Drive, and Iris Avenue to the City’s Transportation Management Center. The Pigeon Pass Road ITS project will do likewise for the traffic signals on Pigeon Pass Road. Both projects required completion of the ITS Deployment Phase 1B project to proceed to construction; and said project was completed earlier this year. A vicinity map is attached for reference.

The project was advertised for construction on September 15, 2020 on the City’s PlanetBids online bidding system. Formal bidding procedures were followed in accordance with the Public Contract Code. To maximize bidding opportunities, advertisements were placed in a newspaper of general circulation and several business newspapers. The bidding period closed on October 8, 2020. Seven bids were received as follows:

	<u>CONTRACTORS</u>	<u>BID AMOUNT</u>
1.	Baker Electric, Inc.	\$ 539,893.70
2.	DBX, Inc.	\$ 584,568.00
3.	Select Electric, Inc.	\$ 638,849.00
4.	Elecnor Belco Electric, Inc.	\$ 646,434.00
5.	Ferreira Coastal Construction Company	\$ 673,721.00
6.	Crosstown Electrical & Data, Inc.	\$ 737,469.00
7.	International Line Builders, Inc.	\$ 848,297.32

Staff has reviewed the bid by Baker Electric, Inc. and determined that they are the lowest responsive and responsible bidder in possession of a valid license and bid bond. Staff recommends award of the construction contract to Baker Electric, Inc. for the bid

amount of \$539,893.70. Staff also recommends the authorization of a 10% contingency amount (\$53,989.37). This is recommended to allow rapid response and avoid unnecessary construction delays that typically result from any unforeseen circumstances encountered during construction. As this project requires significant underground work, there is a high probability of unforeseen conflicts with unmarked utilities.

As the City currently does not have sufficient resources on hand to manage the construction due to the hiring freeze, staff furloughs, and recent resignations, staff also recommends amending an existing agreement for KOA Corporation to provide construction engineering and inspection services to manage this project. KOA was originally selected competitively, is well-qualified to provide the needed services, and has available staff at reasonable cost to perform this work.

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 projects, thereby improving safety and mobility for Moreno Valley’s constituents.*
2. Do not approve staff’s recommended actions. *This alternative will delay project delivery and would result in added project costs to re-bid and re-design, as well as potentially higher bids due to changes in the bidding environment.*

FISCAL IMPACT

The project is being constructed with Development Impact Fees, which are restricted for the intended purpose. There is no impact to the General Fund.

Category	Fund	GL Account Project Number	Type	FY 20/21 Budget	Proposed Adjustment	FY 20/21 Amended Budget
CIP	DIF Traffic Signals	2902-99-95-92902-903302	EXP	\$0	\$262,000	\$262,000
CIP	DIF Traffic Signal Capital Projects	3302-99-99-93302-802902	REV	\$0	\$262,000	\$262,000
CIP	DIF Traffic Signal Capital Projects	3302-70-76-80008-720199 808 0025-3302-99 808 0030-3302-99	EXP	\$472,901 \$259,640	\$178,000 \$84,000	\$650,901 \$343,640

AVAILABLE FUNDS FOR CONSTRUCTION:

Moreno Valley Ranch ITS
 (Account No. 3302-70-76-80008, Project No. 808 0025-3302) \$ 312,691

Pigeon Pass Road ITS (Account No. 3302-70-76-80008, Project No. 808 0030-3302)	\$ 200,790
Encumbrances for City-Furnished Equipment on order.....	\$ 209,436
Budget adjustment	<u>\$ 262,000</u>
Total	\$ 984,917

ESTIMATED PROJECT-RELATED COSTS:

Project administration*	\$ 140,000
Construction	\$ 593,883
City-Furnished Equipment (controller cabinets, Cisco switches)	<u>\$ 249,436</u>
Total	\$ 983,319

**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

Concurred By:
Michael 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

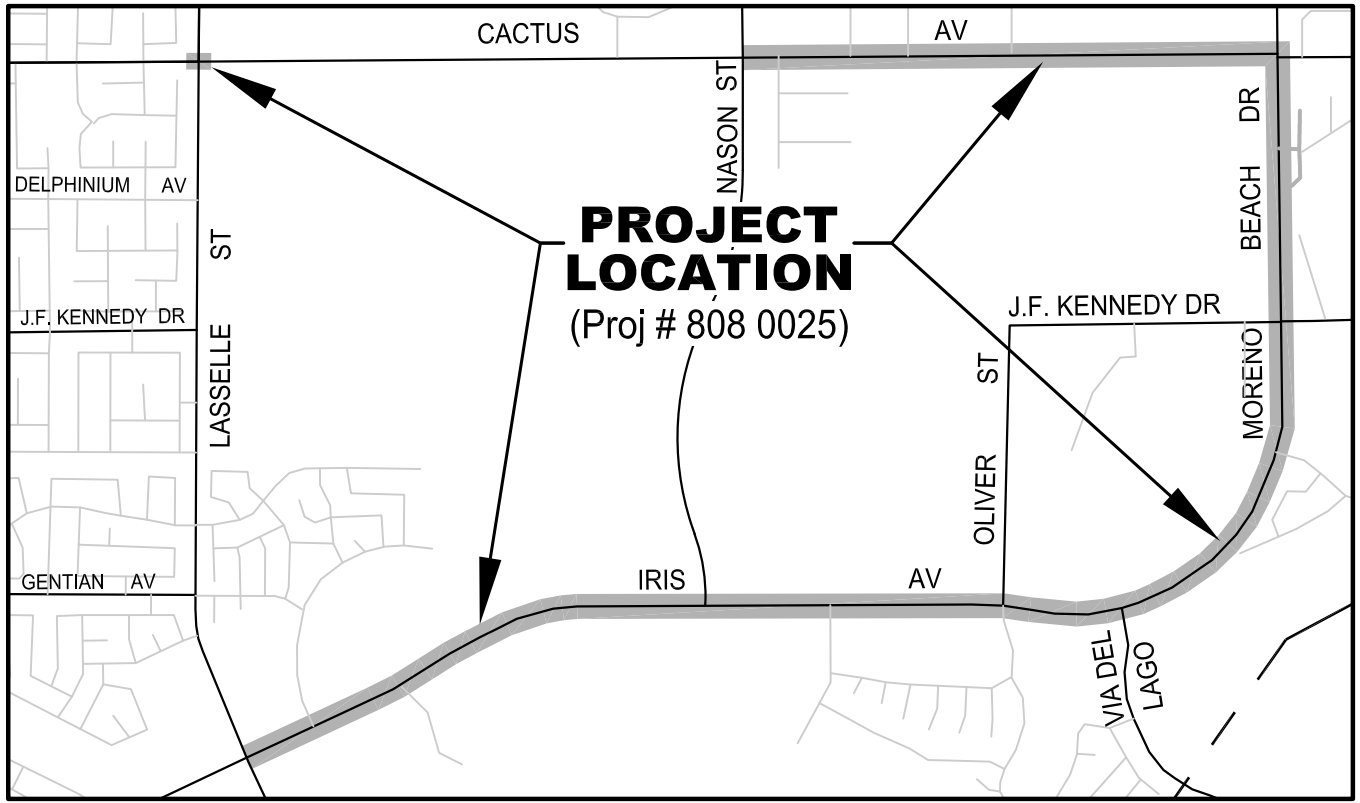
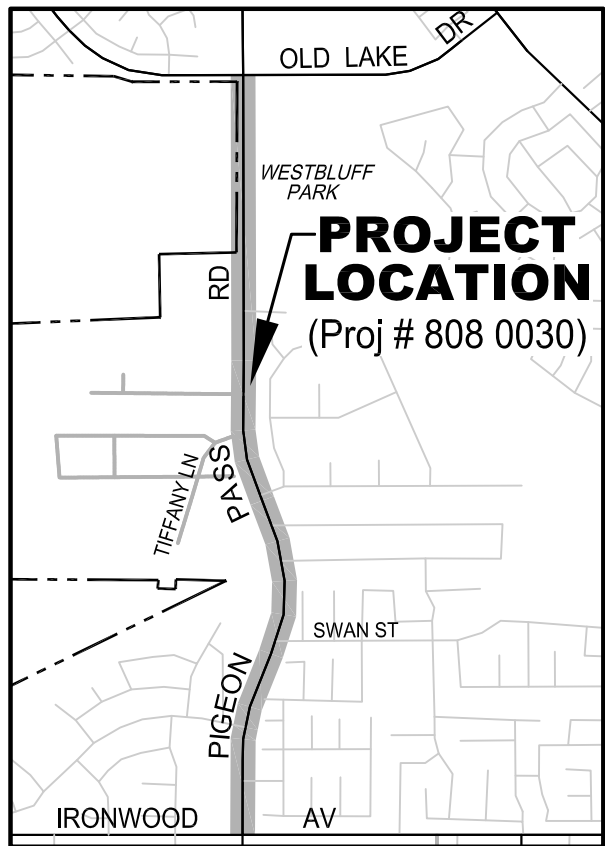
Objective 4.9: Expand upon existing Intelligent Transportation Systems.

ATTACHMENTS

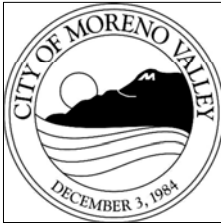
- 1. Location Map
- 2. First amendment to agreement with KOA Corporation
- 3. Executed agreement with KOA Corp.
- 4. Agreement with Baker Electric

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	11/06/20 8:06 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	11/06/20 9:38 AM



LOCATION MAP



Public Works Department
Transportation Engineering
Division

ATTACHMENT 1

MORENO VALLEY RANCH ITS
PROJECT No 808 0025

PIGEON PASS ROAD ITS
PROJECT No 808 0030

Attachment: Location Map (4195 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO BAKER ELECTRIC INC. FOR THE MORENO

**FIRST AMENDMENT TO AGREEMENT
FOR PROFESSIONAL CONSULTANT SERVICES**

The First Amendment to Agreement is by and between the CITY OF MORENO VALLEY, a municipal corporation, hereinafter referred to as “City,” and KOA Corporation, hereinafter referred to as “Consultant.” This First Amendment to Agreement is made and entered into effective on the date the City signs this Amendment.

RECITALS:

Whereas, the City and Consultant entered into an Agreement entitled “AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE ADVANCED DILEMMA ZONE SYSTEMS AT 65 INTERSECTIONS, hereinafter referred to as “Agreement,” dated July 13, 2020.

Whereas, the City has need for additional construction management services for which the Consultant is qualified.

Whereas, the Consultant has qualified and available staff to perform said services.

Whereas, it is desirable to amend the Agreement to retain Consultant to perform the required work.

SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:

1.1 The Agreement termination date of December 31, 2021 remains as originally agreed.

1.2 Section 4B of the Agreement is hereby amended by increasing the fixed fee by \$11,104.00, from \$29,095.49 to \$40,199.49.

1.3 Section 4C and Exhibit “D” to the Agreement are hereby amended by increasing the total not-to-exceed compensation by \$111,040.00, from \$356,746.35 to \$467,786.35; and to

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
KOA CORPORATION

include the following: “Billing shall be submitted separately for work related to the First Amendment to the Agreement.”

1.4 Exhibit A, “Scope of Services,” of the original agreement is hereby amended to include the following: “Construction-phase services for the Moreno Valley Ranch ITS and Pigeon Pass Road ITS construction projects as described in Attachment A of the amendment.”

SECTION 2

2.1 Except as otherwise specifically provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
KOA CORPORATION

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

City of Moreno Valley

KOA CORPORATION

By: _____
Mike Lee, City Manager

By: _____

Date: _____

Title: _____
(President or Vice President)

Date: _____

INTERNAL USE ONLY

APPROVED AS TO FORM:

City Attorney

Date

By: _____

Title: _____
(Corporate Secretary)

Date: _____

RECOMMENDED FOR APPROVAL:

Department Head

Date

Attachment: First amendment to agreement with KOA Corporation [Revision 2] (4195 : AUTHORIZATION TO AWARD A CONSTRUCTION

ATTACHMENT A: ADDITIONAL SCOPE OF SERVICES FOR AMENDED AGREEMENT

KOA will provide construction management and inspection services for installation of ITS infrastructure at 18 traffic signal locations. 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 construction begins, 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. We will compile a list of required submittals. We will confirm the stormwater BMP requirements and material testing plan.

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 during contractor working hours, and as needed during other hours, including evenings and weekends.

Daily Inspection Reports: 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.

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. We will track project progress, note weather conditions and non-work days, and prepare the Weekly Statement of Working Days report.

KOA will monitor and record project progress, recording quantities of work performed, and recommending monthly

Attachment: First amendment to agreement with KOA Corporation [Revision 2] (4195 : AUTHORIZATION TO AWARD A CONSTRUCTION

progress payments throughout construction.

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 for delivered construction materials.

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 construction materials as needed.

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.

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

- ✓ Daily Reports
- ✓ Incident Reports
- ✓ Direction to Contractor
- ✓ Material Certificates of Compliance
- ✓ Quantity Reports
- ✓ Photographs
- ✓ Extra Work/ Time and Materials Records
- ✓ Special Inspection Reports
- ✓ Material Testing Reports
- ✓ Submittals and Shop Drawings
- ✓ Pay Request Recommendations
- ✓ Punchlist
- ✓ Recommendation of Final Completion
- ✓ As-Built Plan

**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,

**AGREEMENT FOR PROJECT RELATED SERVICES
PROJECT NO. 808 0018**

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,

**AGREEMENT FOR PROJECT RELATED SERVICES
PROJECT NO. 808 0018**

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.

**AGREEMENT FOR PROJECT RELATED SERVICES
PROJECT NO. 808 0018**

(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.

**AGREEMENT FOR PROJECT RELATED SERVICES
PROJECT NO. 808 0018**

(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.

**AGREEMENT FOR PROJECT RELATED SERVICES
PROJECT NO. 808 0018**

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

**AGREEMENT FOR PROJECT RELATED SERVICES
PROJECT NO. 808 0018**

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

**AGREEMENT FOR PROJECT RELATED SERVICES
PROJECT NO. 808 0018**

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

**AGREEMENT FOR PROJECT RELATED SERVICES
PROJECT NO. 808 0018**

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

**AGREEMENT FOR PROJECT RELATED SERVICES
PROJECT NO. 808 0018**

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.

**AGREEMENT FOR PROJECT RELATED SERVICES
PROJECT NO. 808 0018**

- 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

**AGREEMENT FOR PROJECT RELATED SERVICES
PROJECT NO. 808 0018**

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*
Mike Lee, City Manager

BY: *[Signature]*

Name: Min Zhou

TITLE: President
(President or Vice President)

JUL 13 2020

Date

6/22/2020
Date

BY: *Joel Falter*

Name: Joel Falter

TITLE: Corporate Secretary

(Corporate Secretary)
6/22/20

Date

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

[Signature]

City Attorney

7/8/20

Date

RECOMMENDED FOR APPROVAL:

MZ Wref

Department Head

7/13/2020

Date

Attachment: Executed agreement with KOA Corp. (4195 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO BAKER ELECTRIC

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.

Attachment: Executed agreement with KOA Corp. (4195 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO BAKER ELECTRIC

EXHIBIT B

SCHEDULE

The Consultant shall provide services in accordance with the construction contractor's schedule.

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

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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.

1100 Corporate Center Drive, Suite 201, Monterey Park, CA 91754
T: 323.260.4703 | F: 323.260.4705 | www.koacorp.com
MONTEREY PARK ORANGE ONTARIO SAN DIEGO



Certificate of Corporate Secretary

To Whom It May Concern:

I hereby certify that I am the Secretary of KOA Corporation, a California Corporation. The following is a true copy of a resolution duly adopted by the Board of Directors of the corporation at a meeting of the Board held on January 6, 2020, and entered in the minutes of such meeting in the minute's book of the corporation.

"Be it resolved that the Board of KOA Corporation hereby grants authority to bind this corporation in professional services agreements to each of the following individuals:"

Min Zhou, President
Jimmy Lin, Management Executive
Joel Falter, Vice President, Corporate Secretary
Juan Gutierrez, CFO, Treasurer
Walter Okitsu, Vice President

Ming Guan, Vice President
Chuck Stephan, Vice President
Doug Yeh, Vice President
Stephen Bise, Vice President
Diana Skidmore, Managing Director

For professional services agreements less than \$100,000, a single signature of any of the above is sufficient. For agreements of \$100,000 or more, two signatures are required.

Certified this 6th day of January 2020 by the Board of Directors. A Board quorum was present.

The resolution is in conformity with the articles of incorporation and bylaws of the corporation, has never been modified or repealed, and is now in full force and effect.

Dated: January 6, 2020


Joel Falter
Corporate Secretary

(Corporate seal)

Attachment: Executed agreement with KOA Corp. (4195 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO BAKER ELECTRIC

Agreement No. _____

AGREEMENT

PROJECT NOS. 808 0025 & 808 0030

**MORENO VALLEY RANCH ITS &
PIGEON PASS ROAD ITS**

THIS Agreement, effective as of the date signed by the City of Moreno Valley by and between the City of Moreno Valley, a municipal corporation, County of Riverside, State of California, hereinafter called the "City" and **Baker Electric Inc.**, hereinafter called the "Contractor."

That the City and the Contractor for the consideration hereinafter named, agree as follows:

1. CONTRACT DOCUMENTS. The Contract Documents consist of the following, which are incorporated herein by this reference:

- A. This Agreement
- B. Any and all Contract Change Orders and Construction Change Directives issued after execution of this Agreement
- C. Addenda Nos. **0** inclusive, issued prior to the Bid Deadline
- D. The bound Contract Documents that includes City Special Provisions, General Provisions, and Technical Provisions
- E. Standard Specifications for Public Works Construction ("Greenbook") – latest edition in effect at the Bid Deadline, as modified by the City Special Provisions
- F. Reference Specifications/Reference Documents other than those listed in paragraph 2, below
- G. Project Plans
- H. City Standard Plans
- I. Caltrans Standard Plans
- J. Contractor's Labor and Materials Payment Bond (for reference only)
- K. Contractor's Faithful Performance Bond (for reference only)
- L. Contractor's Certificates of Insurance and Additional Insured Endorsements

In the event of conflict between any of the Contract Documents, the provisions placing a more stringent requirement on the Contractor shall prevail. The Contractor shall provide the better quality or greater quantity of Work and/or materials unless otherwise directed by City in writing. In the event none of the Contract Documents place a more stringent requirement or greater burden on the Contractor, the controlling provision shall be that which is found in the document with higher precedence in accordance with the above order of precedence.

2. REFERENCE DOCUMENTS. The following Reference Documents are not considered Contract Documents and are made available to the Contractor for informational purposes:

- A. None

Standard Form of Agreement
00500-1

3. SCOPE OF WORK. The Contractor shall perform and provide all materials, tools, equipment, labor, and services necessary to complete the Work described in the Contract Documents, except as otherwise provided in the Plans, Standard Specifications, or City Special Provisions to be the responsibility of others.

4. PAYMENT.

4.1. Contract Price and Basis for Payment. In consideration for the Contractor's full, complete, timely, and faithful performance of the Work required by the Contract Documents, the City shall pay Contractor for the actual quantity of Work required under the Bid Items awarded by the City performed in accordance with the lump sum prices and unit prices for Bid Items set forth in the Bid Schedule submitted with the Bid Proposal. The sum of the unit prices and lump sum prices for the Base Bid Items awarded by the City is **Five Hundred Thirty Nine Thousand Eight Hundred Ninety Three and 70/100 Dollars (\$539,893.70)** ("Contract Price"). It is understood and agreed that the quantities set forth in the Bid Schedule for which unit prices are fixed are estimates only and that City will pay and Contractor will accept, as full payment for these items of Work, the unit prices set forth in the Bid Schedule multiplied by the actual number of units performed, constructed, or completed as directed and measured by the City Engineer.

4.2. Payment Procedures. Based upon applications for payment submitted by the Contractor to the City, the City shall make payments to the Contractor in accordance with Section 7 of the Standard Specifications, as modified by Section 7 of the City Special Provisions.

5. CONTRACT TIME.

A. Initial Notice to Proceed. After the Agreement has been fully executed by the Contractor and the City, the City shall issue the "Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials." The date specified in the Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials constitutes the date of commencement of the Contract Time of **Ninety (90) Working Days**. The Contract Time includes the time necessary to fulfill preconstruction requirements, place the order of materials, and to complete construction of the Project (except as adjusted by subsequent Change Orders).

The Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials shall further specify that Contractor must complete the preconstruction requirements and order materials within **Ten (10) Working Days** after the date of commencement of the Contract Time; this duration is part of the Contract Time.

Critical preconstruction requirements include, but are not limited to, the following:

- Submitting and obtaining approval of critical required submittals
- Installation of the approved Project Identification Signs
- Obtaining an approved no fee Encroachment Permit
- Obtaining a Temporary Use Permit for a construction yard
- Notifying all agencies, utilities, residents, etc., as outlined in the Contract Documents
- Completion of all pre-construction activities under Environmental Mitigations

If the City's issuance of a Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials is delayed due to Contractor's failure to return the fully executed Agreement and insurance and bond documents within ten (10) Working Days after Contract award, then Contractor agrees to the deduction of one (1) Working Day from the number of days to complete the Project for every Working Day of delay in the City's receipt of said documents. This right is in addition to and does not affect the City's right to demand forfeiture of Contractor's Bid Security if Contractor persistently delays in providing the required documentation.

B. Notice to Proceed with Construction. After all preconstruction requirements are met and materials have been ordered in accordance with the Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials, the City shall issue the "Notice to Proceed with Construction," at which time the Contractor shall diligently prosecute the Work, including corrective items of Work, day to day thereafter, within the remaining Contract Time.

6. LIQUIDATED DAMAGES AND CONTROL OF WORK.

6.1. **Liquidated Damages.** The Contractor and City (collectively, the "Parties") have agreed to liquidate damages with respect to Contractor's failure to complete the Work within the Contract Time, which includes the time necessary to fulfill preconstruction requirements, place the order of materials, and to complete construction of the Project (except as adjusted by subsequent Change Orders) in accordance with **Article 5** above. The Parties intend for the liquidated damages set forth herein to apply to this Contract as set forth in Government Code Section 53069.85 and in Public Contract Code Section 7203. Contractor acknowledges and agrees that the liquidated damages are intended to compensate the City solely for Contractor's failure to meet the deadlines for completion of the Work and will not excuse Contractor from liability from any other breach, including any failure of the Work to conform to the requirements of the Contract Documents.

In the event that Contractor fails to complete the Work within the Contract Time, Contractor agrees to pay the City **\$1,100 per Calendar Day** that completion of the each such portion of the Work is delayed beyond the Contract Time. The Contractor will not be assessed liquidated damages for delays occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

The Contractor and City acknowledge and agree that the foregoing liquidated damages have been set based on an evaluation of damages that the City will incur in the event of late completion of portions of the Work. The Contractor and City acknowledge and agree that the amount of such damages are impossible to ascertain as of the date of execution hereof and have agreed to such liquidated damages to fix the City's damages and to avoid later disputes. It is understood and agreed by Contractor that liquidated damages payable pursuant to this Agreement are not a penalty and that such amounts are not manifestly unreasonable under the circumstances existing as of the date of execution of this Agreement.

It is further mutually agreed that the City will have the right to deduct liquidated damages against progress payments or retainage and that the City will issue a Change Order or Construction Change Directive and reduce the Contract Price accordingly. In the event the remaining unpaid

Contract Price is insufficient to cover the full amount of liquidated damages, Contractor shall pay the difference to the City.

Liquidated damages are owed automatically and without notice of any kind upon the accrual of each day of delay. City may at any time deduct liquidated damages as are payable hereunder from money due or to become due to Contractor, or pursue any other legal remedy to collect such liquidated damages from Contractor and/or its Surety. Neither the City's failure or delay in deducting liquidated damages from payments otherwise due Contractor, nor City's failure or delay in notifying Contractor of the accrual of liquidated damages, shall be deemed a waiver of City's right to liquidated damages.

City's rights under this Section shall not be interpreted as precluding or limiting: (1) any right or remedy of City arising from an event of Contractor default other than a failure to complete the Work within the Contract Time; or (2) City's right to order an acceleration, at Contractor's expense, of performance of the Work to overcome delay, including, without limitation, a delay for which City has the right to assess and/or accrue liquidated damages. The availability of liquidated damages shall not limit City's right to terminate the Contractor's performance and accrual and/or assessment of liquidated damages does not constitute a waiver of such rights.

6.2. Owner is Exempt from Liability for Early Completion Delay Damages. While the Contractor may schedule completion of all of the Work, or portions thereof, earlier than the Contract Time, the Owner is exempt from liability for and the Contractor will not be entitled to an adjustment of the Contract Sum or to any additional costs, damages, including, but not limited to, claims for extended general conditions costs, home office overhead, jobsite overhead, and management or administrative costs, or compensation whatsoever, for use of float time or for Contractor's inability to complete the Work earlier than the Contract Time for any reason whatsoever, including but not limited to, delay cause by Owner or other Excusable Compensable Delay. See Section 6-4 of the Standard Specifications and City Special Provisions regarding compensation for delays.

6.3. Any work completed by the Contractor after the issuance of a Stop Work Notice by the City shall be rejected and/or removed and replaced as specified in Section **3-5** of the City Special Provisions.

7. INSURANCE.

7.1. General. The Contractor shall procure and maintain at its sole expense and throughout the term of this Agreement, any extension thereof, Commercial General Liability, Automobile Liability, and Workers' Compensation Insurance with such coverage limits as described herein.

7.2. Additional Insured Endorsements. The Contractor shall cause the insurance required by the Contract Document to include the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD) and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives as an additional insureds. For the Commercial General Liability coverage, said parties shall be named as additional insureds utilizing either:

Standard Form of Agreement
00500-4

1. Insurance Services Office (“ISO”) Additional Insured endorsement CG 20 10 (11/85); or
2. ISO Additional Insured endorsement CG 20 10 (10/01) and Additional Insured Completed Operations endorsement CG 20 37 (10/01); or
3. Substitute endorsements providing equivalent coverage, approved by the City.

The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. The coverage shall contain no special limitations on the scope of protection afforded to such additional insureds. Coverage for such additional insureds does not extend to liability to the extent prohibited by Insurance Code Section 11580.4.

7.3. Waivers of Subrogation. All policies of insurance required by the Contract Documents shall include or be endorsed to provide a waiver by the insurers of any rights of recovery or subrogation that the insurers may have at any time against the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD) and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers, and representatives.

7.4. Primary Coverage. All policies and endorsements shall stipulate that the Contractor’s (and the Subcontractors’) insurance coverage shall be primary insurance as respects the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD) and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers, and representatives, and shall be excess of the Contractor’s (and its Subcontractors’) insurance and shall not contribute with it.

7.5. Coverage Applies Separately to Each Insured and Additional Insured. Coverage shall state that the Contractor’s (and its Subcontractors’) insurance shall apply separately to each insured or additional insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability. Coverage shall apply to any claim or suit brought by an additional insured against a named insured or other insured.

7.6. Self-Insurance. Any self-insurance (including deductibles or self-insured retention in excess of \$50,000) in lieu of liability insurance must be declared by Contractor and approved by the City in writing prior to execution of the Agreement. The City’s approval of self-insurance, if any, is within the City’s sole discretion and is subject to the following conditions:

1. Contractor must, at all times during the term of the Agreement and for a period of at least **one (1)** year after completion of the Project and any extension of the one-year correction guarantee period in accordance with Section 3-13.3 of the City Special Provisions, maintain and upon Owner’s reasonable request provide evidence of:
 - (a) Contractor’s “net worth” (defined as “total assets” [defined as all items of value owned by the Contractor including tangible items such as cash, land, personal property, and equipment, and

- intangible items such as copyrights and business goodwill]) minus total outside liabilities must be reflected in a financial statement for the prior fiscal year reflecting sufficient income and budget for Contractor to afford at least one loss in an amount equal to the amount of self-insurance;
- (b) Financial statements showing that Contractor has funds set aside/budgeted to finance the self-insured fund (i.e., Contractor has a program that fulfills functions that a primary insurer would fill); and
 - (c) A claims procedure that identifies how a claim is supposed to be tendered to reach the financing provided by the self-insured fund.
2. If at any time after such self-insurance has been approved, the Contractor fails to meet the financial thresholds or otherwise fails to comply with the provisions set forth in this Paragraph 7, at the option of the City:
- (a) The Contractor shall immediately obtain and thereafter maintain the third party insurance required under this Paragraph 7 and otherwise on the terms required above; or
 - (b) The insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees, and volunteers; or
 - (c) The Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

7.7. Insurer Financial Rating. Insurance companies providing insurance hereunder shall be rated A-VII or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

7.8. Notices to City of Cancellation or Changes. Each insurance policy described in this Paragraph 7 shall contain a provision or be endorsed to state that coverage will not be cancelled without **thirty (30) days'** prior written notice by certified or registered mail to the City (this obligation may be satisfied in the alternative by requiring such notice to be provided by Contractor's insurance broker and set forth on its Certificate of Insurance provided to the City), except that cancellation for non-payment of premium shall require (10) days prior written notice by certified or registered mail. If an insurance carrier cancels any policy or elects not to renew any policy required to be maintained by Contractor pursuant to the Contract Documents, Contractor agrees to give written notice to the City at the address indicated on the first page of the Agreement. Contractor agrees to provide the same notice of cancellation and non-renewal to the City that is required by such policy(ies) to be provided to the First Named Insured under such policy(ies). Contractor shall provide confirmation that the required policies have been renewed not less than seven (7) days prior to the expiration of existing coverages and shall deliver renewal or replacement policies, certificates and endorsements to the City Clerk within fourteen (14) days of the expiration of existing coverages. Contractor agrees that upon receipt of any notice of cancellation or alteration of the policies, Contractor shall procure within five (5) days, other policies

of insurance similar in all respects to the policy or policies to be cancelled or altered. Contractor shall furnish to the City Clerk copies of any endorsements that are subsequently issued amending coverage or limits within fourteen (14) days of the amendment.

7.9. Commercial General Liability. Coverage shall be written on an ISO Commercial General Liability “occurrence” form CG 00 01 (10/01 or later edition) or equivalent form approved by the City for coverage on an occurrence basis. The insurance shall cover liability, including, but not limited to, that arising from premises operations, stop gap liability, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The policy shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 (11/85). Coverage shall contain no contractors’ limitation or other endorsement limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground (x, c, u) property damage. Contractor shall provide Products/Completed Operations coverage to be maintained continuously for a minimum of **one (1) year** after Final Acceptance of the Work, and any extension of the one-year correction guarantee period in accordance with Section 3-13.3 of the City Special Provisions.

Contractor shall maintain Commercial General Liability insurance with the following minimum limits: \$1,000,000 per occurrence / \$2,000,000 aggregate / \$2,000,000 products-completed operations.

7.10. Business Automobile Liability. Coverage shall be written on ISO form CA 00 01 (12/93 or later edition) or a substitute form providing equivalent coverage for owned, hired, leased and non-owned vehicles, whether scheduled or not, with \$1,000,000 combined single limit per accident for bodily injury and property damage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

7.11. Workers’ Compensation. Contractor shall comply with the applicable sections of the California Labor Code concerning workers’ compensation for injuries on the job. Compliance is accomplished in one of the following manners:

1. Provide copy of permissive self-insurance certificate approved by the State of California; or
2. Secure and maintain in force a policy of workers’ compensation insurance with statutory limits and Employer’s Liability Insurance with a minimal limit of **\$1,000,000** per accident; or
3. Provide a “waiver” form certifying that no employees subject to the Labor Code’s Workers’ Compensation provision will be used in performance of this Contract.

7.12. Subcontractors’ Insurance. The Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

8. BONDS. The Contractor shall provide two surety bonds. The Contractor shall furnish a satisfactory Performance Bond meeting all statutory requirements of the State of California on the

form provided by the City. The bond shall be furnished as a guarantee of the faithful performance of the requirements of the Contract Documents as may be amended from time to time, including, but not limited to, liability for delays and damages (both direct and consequential) to the City and the City's Separate Contractors and consultants, warranties, guarantees, and indemnity obligations, in an amount that shall remain equal to one hundred percent (100%) of the Contract Price.

The Contractor shall furnish a separate satisfactory Labor and Materials Payment Bond meeting all statutory requirements of the State of California on the form provided by the City in an amount that shall remain equal to one hundred percent (100%) of the Contract Price to secure payment of all claims, demands, stop payment notices, or charges of the State of California, of material suppliers, mechanics, or laborers employed by the Contractor or by any Subcontractor, or any person, firm, or entity eligible to file a stop payment notice with respect to the Work.

All bonds shall be executed by a California-admitted surety insurer. Bonds issued by a California-admitted surety insurer listed on the latest version of the U.S Department of Treasury Circular 570 shall be deemed accepted unless specifically rejected by the City. Bonds issued by sureties not listed in Treasury Circular 570 must be accompanied by all documents enumerated in California Code of Civil Procedure Section 995.660(a). The bonds shall bear the same date as the Contract. The attorney-in-fact who executes the required bonds on behalf of the surety shall affix thereto a certified and current copy of the power of attorney. In the event of changes that increase the Contract Price, the amount of each bond shall be deemed to increase and at all times remain equal to the Contract Price. The signatures shall be acknowledged by a notary public. Every bond must display the surety's bond number and incorporate the Contract for construction of the Work by reference. The terms of the bonds shall provide that the surety agrees that no change, extension of time, alteration, or modification of the Contract Documents or the Work to be performed thereunder shall in any way affect its obligations and shall waive notice of any such change, extension of time, alteration, or modification of the Contract Documents. The surety further agrees that it is obligated under the bonds to any successor, grantee, or assignee of the City.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

Should any bond become insufficient, or should any of the sureties, in the opinion of the City, become non-responsible or unacceptable, the Contractor shall, within ten (10) Calendar Days after receiving notice from the City, provide written documentation to the Satisfaction of the City that Contractor has secured new or additional sureties for the bonds; otherwise the Contractor shall be in default of the Contract. No further payments shall be deemed due or will be made under Contract until a new surety(ies) qualifies and is accepted by the City.

Contractor agrees that the Labor and Materials Payment Bond and Faithful Performance Bond attached to this Agreement are for reference purposes only, and shall not be considered a part of this Agreement. Contractor further agrees that said bonds are separate obligations of the Contractor and its Surety, and that any attorney's fee provision contained in any payment bond or performance bond shall not apply to this Agreement. In the event there is any litigation between the parties arising from the breach of this Agreement, each party will bear its own attorneys' fees in the litigation.

9. RECORDS. The Contractor and its Subcontractors shall maintain and keep books, payrolls, invoices of materials, and Project records current, and shall record all transactions pertaining to the Contract in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, Riverside County, the State of California, the Federal Government, and to any authorized representative thereof for purposes of audit and inspection at all reasonable times and places. All such books, payrolls, invoices of materials, and records shall be retained for at least five (5) years after Final Acceptance.

10. INDEMNIFICATION.

10.1. General. To the fullest extent permitted by law, the Contractor assumes liability for and agrees, at the Contractor's sole cost and expense, to promptly and fully indemnify, protect, hold harmless and defend (even if the allegations are false, fraudulent, or groundless), the City of Moreno Valley, its City Council, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), and all of their respective officials, officers, directors, employees, commission members, representatives and agents ("Indemnitees"), from and against any and all claims, allegations, actions, suits, arbitrations, administrative proceedings, regulatory proceedings, or other legal proceeds, causes of action, demands, costs, judgments, liens, stop payment notices, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses (including, but not limited to, any fees of accountants, attorneys, experts or other professionals, or investigation expenses), or losses of any kind or nature whatsoever, whether actual, threatened or alleged, arising out of, resulting from, or in any way (either directly or indirectly), related to the Work, the Project or any breach of the Contract by Contractor or any of its officers, agents, employees, Subcontractors, Sub-subcontractors, or any person performing any of the Work, pursuant to a direct or indirect contract with the Contractor ("Indemnity Claims"). Such Indemnity Claims include, but are not limited to, claims for:

- A. Any activity on or use of the City's premises or facilities;
- B. Any liability incurred due to Contractor acting outside the scope of its authority pursuant to the Contract, whether or not caused in part by an Indemnified Party;
- C. The failure of Contractor or the Work to comply with any Applicable Law, permit or orders;
- D. Any misrepresentation, misstatement or omission with respect to any statement made in the Contract Documents or any document furnished by the Contractor in connection therewith;
- E. Any breach of any duty, obligation or requirement under the Contract Documents, including, but not limited to any breach of Contractor's warranties, representations or agreements set forth in the Contract Documents;
- F. Any failure to coordinate the Work with City's Separate Contractors;
- G. Any failure to provide notice to any party as required under the Contract Documents;
- H. Any failure to act in such a manner as to protect the Project from loss, cost, expense or liability;

- I. Bodily or personal injury, emotional injury, sickness or disease, or death at any time to any persons including without limitation employees of Contractor;
- J. Damage or injury to real property or personal property, equipment and materials (including, but without limitation, property under the care and custody of the Contractor or the City) sustained by any person or persons (including, but not limited to, companies, corporations, utility company or property owner, Contractor and its employees or agents, and members of the general public);
- K. Any liability imposed by Applicable Law including, but not limited to criminal or civil fines or penalties;
- L. Any dangerous, hazardous, unsafe or defective condition of, in or on the Site, of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use or occupation of the Site by Contractor, its officers, agents, employees, or Subcontractors;
- M. Any operation conducted upon or any use or occupation of the Site by the Contractor, its officers, agents, employees, or Subcontractors under or pursuant to the provisions of the Contract or otherwise;
- N. Any acts, errors, omission or negligence of Contractor, its officers, agents, employees, or Subcontractors;
- O. Infringement of any patent rights, licenses, copyrights, or intellectual property which may be brought against the Contractor or Owner arising out of Contractor's Work, for which the Contractor is responsible; and
- P. Any and all claims against the City seeking compensation for labor performed or materials used or furnished to be used in the Work or alleged to have been furnished on the Project, including all incidental or consequential damages resulting to the City from such claims.

10.2. **Effect of Indemnitees' Active Negligence.** Contractor's obligations to indemnify and hold the Indemnitees harmless exclude only such portion of any Indemnity Claim which is attributable to the active negligence or willful misconduct of the Indemnitee, provided such active negligence or willful misconduct is determined by agreement of the parties or by findings of a court of competent jurisdiction. In instances where an Indemnitee's active negligence accounts for only a percentage of the liability for the Indemnity Claim involved, the obligation of Contractor will be for that entire percentage of liability for the Indemnity Claim not attributable to the active negligence or willful misconduct of the Indemnitee(s). Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph 10. Subject to the limits set forth herein, the Contractor, at its own expense, shall satisfy any resulting judgment that may be rendered against any Indemnitee resulting from an Indemnity Claim. The Indemnitees shall be consulted with regard to any proposed settlement.

10.3. **Independent Defense Obligation.** The duty of the Contractor to indemnify and hold harmless the Indemnitees includes the separate and independent duty to defend the Indemnitees, which duty arises immediately upon receipt by Contractor of the tender of any Indemnity Claim from an Indemnitee. The Contractor's obligation to defend the Indemnitee(s) shall be at Contractor's sole expense, and not be excused because of the Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines that the Contractor is not liable. This duty to defend shall apply whether or not an Indemnity Claim has merit or is

meritless, or which involves claims or allegations that any or all of the Indemnitees were actively, passively, or concurrently negligent, or which otherwise asserts that the Indemnitees are responsible, in whole or in part, for any Indemnity Claim. The Contractor shall respond within thirty (30) Calendar Days to the tender of any Indemnity Claim for defense and/or indemnity by an Indemnitee, unless the Indemnitee agrees in writing to an extension of this time. The defense provided to the Indemnitees by Contractor shall be by well qualified, adequately insured and experienced legal counsel acceptable to the City.

10.4. Intent of Parties Regarding Scope of Indemnity. It is the intent of the parties that the Contractor and its Subcontractors of all tiers shall provide the Indemnitees with the broadest defense and indemnity permitted by Applicable Law. In the event that any of the defense, indemnity, or hold harmless provisions in the Contract Documents are found to be ambiguous or in conflict with one another, it is the parties' intent that the broadest and most expansive interpretation in favor of providing defense and/or indemnity to the Indemnitees be given effect.

10.5. Waiver of Indemnity Rights Against Indemnitees. With respect to third party claims against the Contractor, to the fullest extent permitted by law, the Contractor waives any and all rights to any type of express or implied indemnity against the Indemnitees.

10.6. Subcontractor Requirements. In addition to the requirements set forth hereinabove, Contractor shall ensure, by written subcontract agreement, that each of Contractor's Subcontractors of every tier shall protect, defend, indemnify and hold harmless the Indemnitees with respect to Indemnity Claims arising out of, in connection with, or in any way related to each such Subcontractors' Work on the Project in the same manner in which Contractor is required to protect, defend, indemnify and hold the Indemnitees harmless. In the event Contractor fails to obtain such defense and indemnity obligations from others as required herein, Contractor agrees to be fully responsible to the Indemnitees according to the terms of this Paragraph 10.

10.7. No Limitation or Waiver of Rights. Contractor's obligations under this Paragraph 10 are in addition to any other rights or remedies which the Indemnitees may have under the law or under the Contract Documents. Contractor's indemnification and defense obligations set forth in this Paragraph 10 are separate and independent from the insurance provisions set forth in the Contract Documents, and do not limit, in any way, the applicability, scope, or obligations set forth in such insurance provisions. The purchase of insurance by the Contractor with respect to the obligations required herein shall in no event be construed as fulfillment or discharge of such obligations. In any and all claims against the Indemnitees by any employee of the Contractor, any Subcontractor, any supplier of the Contractor or Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the obligations under this Paragraph 10 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor or any supplier of either of them, under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. Failure of the City to monitor compliance with these requirements imposes no additional obligations on the City and will in no way act as a waiver of any rights hereunder.

10.8. Withholding to Secure Obligations. In the event an Indemnity Claim arises prior to final payment to Contractor, the City may, in its sole discretion, reserve, retain or apply any monies due Contractor for the purpose of resolving such Indemnity Claims; provided, however,

the City may release such funds if the Contractor provides the City with reasonable assurances of protection of the Indemnitees' interests. The City shall, in its sole discretion, determine whether such assurances are reasonable.

10.9. **Survival of Indemnity Obligations.** Contractor's obligations under this Paragraph 10 are binding on Contractor's and its Subcontractors' successors, heirs, and assigns and shall survive the completion of the Work or termination of the Contractor's performance of the Work.

11. **SUCCESSORS AND ASSIGNS.** The Parties bind themselves, their heirs, executors, administrators, successors and assigns the covenants, agreements and obligations contained in the Contract Documents. The Contractor shall not, either voluntarily or by action of law, assign any right or obligation of the Contractor under the Contract Documents without prior written consent of the City.

(SIGNATURE PAGE FOLLOWS)

CITY OF MORENO VALLEY, a Municipal Corporation

Baker Electric Inc.

BY: _____
Mike Lee, City Manager

License No./
Classification: _____

DATE: _____

Expiration Date: _____

Federal I.D. No.: _____

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

City Attorney	

Date	
RECOMMENDED FOR APPROVAL:	

Public Works Director/City Engineer	

Date	

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

SIGNING INSTRUCTIONS TO THE CONTRACTOR:

Signature(s) must be accompanied by a completed notary certificate of acknowledgement attached hereto. A general partner must sign on behalf of a partnership. **Two (2)** corporate officers must sign on behalf of a corporation unless the corporation has a corporate resolution that allows one person to sign on behalf of the corporation; if applicable, said resolution must be attached hereto. The corporate seal may be affixed hereto.

Standard Form of Agreement
00500-13

Attachment: Agreement with Baker Electric (4195 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO BAKER ELECTRIC INC.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

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 acknowledgement 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 of Notary Public

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

(Title)

- Partner (s)
- Attorney-in-Fact
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly appears above in the notary section or a separate acknowledgment form must properly completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e., certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e., ~~he~~/~~she~~/~~they~~, ~~is~~/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
- Indicate title or type of attached document, number of pages and date.
- Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

Attachment: Agreement with Baker Electric (4195 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO BAKER ELECTRIC INC.

CONTRACTOR'S BONDS

Attachment: Agreement with Baker Electric (4195 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO BAKER ELECTRIC INC.

City of Moreno Valley
Project Nos. 808 0025 & 808 0030

BOND No. _____

PREMIUM \$ _____

**FAITHFUL PERFORMANCE BOND
(100% of Total Contract Price)**

**Project Nos. 808 0025 & 808 0030
MORENO VALLEY RANCH ITS &
PIGEON PASS ROAD ITS**

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City," has awarded to **Baker Electric Inc.**, as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City of Moreno Valley, and identified as **Project Nos. 808 0025 & 808 0030**, and all Contract Documents are hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Contract Documents is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and _____, as Surety, are held and firmly bound unto the City of Moreno Valley, County of Riverside in the penal sum of _____ dollars, (\$ _____), lawful money of the United States, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors, and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in said Contract Documents and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

Contractor and Surety agree that this Faithful Performance Bond shall not be considered a part of this Agreement between Contractor and the City ("Agreement"). Contractor and Surety further agree that this Faithful Performance Bond is a separate obligation of the Contractor and its Surety, and that any attorney's fee provision contained in this Faithful Performance Bond shall not apply to the Agreement. In the event there is any litigation between the parties arising from the breach of the Agreement, each party will bear its own attorneys' fees in the litigation.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract Documents or to the Work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract Documents or to the Work or the Provisions.

(SIGNATURE PAGE FOLLOWS)

Faithful Performance Bond
00601-1

Attachment: Agreement with Baker Electric (4195 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO BAKER ELECTRIC INC.

BOND No. _____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day
of _____ 20____.

CONTRACTOR (Principal)

SURETY

Contractor Name: _____

Name: _____

Address: _____

Address: _____

Telephone No.: _____

Telephone No.: _____

Print Name: _____

Print Name: _____

Attorney-in-Fact

Signature: _____

Signature: _____

Approved as to Form this

_____ day of _____ 20____

City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by a California admitted surety insurer (CCP 995.311).
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact.
- The bond shall include an attached Notary Certificate for the Contractor.
- The bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety.
- The bond shall include the address at which the Principal (Contractor) and Surety may be served with notices, papers and other documents.
- The Contractor's and Surety's corporate seal may be affixed hereto.

Faithful Performance Bond
00601-2

Attachment: Agreement with Baker Electric (4195 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO BAKER ELECTRIC INC.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____
(Here insert name and title of the officer)

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 acknowledgement 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 of Notary Public

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

PERFORMANCE BOND SIGNATURE PAGE

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

(Title)

- Partner (s)
- Attorney-in-Fact
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly appears above in the notary section or a separate acknowledgment form must properly completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e., certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e., ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
- Indicate title or type of attached document, number of pages and date.
- Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

Attachment: Agreement with Baker Electric (4195 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO BAKER ELECTRIC INC.

City of Moreno Valley
Project Nos. 808 0025 & 808 0030

BOND No. _____

PREMIUM \$ _____

**LABOR AND MATERIALS PAYMENT BOND
(100% of Total Contract Amount)**

**Project Nos. 808 0025 & 808 0030
MORENO VALLEY RANCH ITS &
PIGEON PASS ROAD ITS**

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City", has awarded to **Baker Electric Inc.**, as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City of Moreno Valley, and identified as **Project Nos. 808 0025 & 808 0030**, and Contract Documents are hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Contract Documents is required to furnish a bond to secure the payment of claims of laborers, mechanics, materialmen, and other persons, as provided by law;

NOW, THEREFORE, we the undersigned Contractor and _____, as Surety are held and firmly bound unto the City of Moreno Valley, County of Riverside, in the penal sum of _____ dollars, (\$ _____), lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors, and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor, his or her or its heirs, executors, administrator, successors, or assigns, or subcontractors, shall fail to pay any of the persons described in the State of California Civil Code, Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his or her subcontractors, pursuant to Section 13020, of the Unemployment Insurance Code, with respect to such work and labor, that the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In the event suit is brought upon this bond by the City or other person entitled to bring such an action and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

Contractor and Surety agree that this Labor and Materials Payment Bond shall not be considered a part of this Agreement between Contractor and the City ("Agreement"). Contractor and Surety further agree that this Labor and Materials Payment Bond is a separate obligation of the Contractor and its Surety, and that any attorney's fee provision contained in this Labor and Materials Payment Bond shall not apply to the Agreement. In the event there is any litigation between the parties arising from the breach of the Agreement, each party will bear its own attorneys' fees in the litigation.

This bond shall inure to the benefit of any of the persons described in the State of California Civil Code Section 9100, to give a right of action to such persons or their assigns in any suit brought upon this bond.

Attachment: Agreement with Baker Electric (4195 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO BAKER ELECTRIC INC.

City of Moreno Valley
Project Nos. 808 0025 & 808 0030

(SIGNATURE PAGE FOLLOWS)

Attachment: Agreement with Baker Electric (4195 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO BAKER ELECTRIC INC.

City of Moreno Valley
Project Nos. 808 0025 & 808 0030

BOND No. _____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day
of _____ 20____.

CONTRACTOR (Principal)

SURETY

Contractor Name: _____

Name: _____

Address: _____

Address: _____

Telephone No.: _____

Telephone No.: _____

Print Name: _____

Print Name: _____

Attorney-in-Fact

Signature: _____

Signature: _____

Approved as to Form this

_____ day of _____ 20____

City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by a California admitted surety insurer (CCP 995.311).
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact.
- The bond shall include an attached Notary Certificate for the Contractor.
- The bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety.
- The bond shall include the address at which the Principal (Contractor) and Surety may be served with notices, papers and other documents.
- The Contractor's and Surety's corporate seal may be affixed hereto.

Attachment: Agreement with Baker Electric (4195 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO BAKER ELECTRIC INC.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____
(Here insert name and title of the officer)

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 acknowledgement 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 of Notary Public

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

PAYMENT BOND SIGNATURE PAGE
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly appears above in the notary section or a separate acknowledgment form must property completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e., certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e., ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
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- Signature of the notary public must match the signature on file with the office of the county clerk.
- Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
- Indicate title or type of attached document, number of pages and date.
- Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

(Title)

- Partner (s)
- Attorney-in-Fact
- Other _____

Attachment: Agreement with Baker Electric (4195 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO BAKER ELECTRIC INC.



Report to City Council

TO: Mayor and City Council

FROM: Michael L. Wolfe P.E., Assistant City Manager

AGENDA DATE: November 17, 2020

TITLE: PEN18-0228 – ADOPTION OF THE PROPOSED RESOLUTION FOR THE SUMMARY VACATION OF A SOUTHERLY PORTION OF FILAREE AVENUE LOCATED 610 FEET WEST OF OLIVER STREET TO 1,270 WEST OF OLIVER STREET. DEVELOPER: KAISER PERMANENTE

RECOMMENDED ACTION

Recommendation:

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 Southerly Portion of Filaree Avenue Located from 610 Feet West of the Intersection of Oliver Street to 1,270 West of Oliver Street; and
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 southerly half of Filaree Avenue west of Oliver Street. The project conditions of approval for PEN18-0228 requires the vacation of the southerly portion of Filaree Avenue located approximately between 610 and 1,270 feet west of the intersection of Oliver Street.

DISCUSSION

Land Development staff reviewed the proposed summary vacation for a portion of the southerly half of Filaree Avenue, located approximately from 610 to 1,270 feet west of Oliver Street. This portion of Filaree Avenue right of way was originally granted by the 1890 Bear Valley and Alessandro Development Subdivision Map for public street

purposes. At the time of recordation, the half-street right-of-way was 40 feet.

Currently, the only properties that are contiguous to this portion of Filaree Avenue have access to local public roads. The City Council's approval of a summary vacation for this portion of Filaree Avenue would abandon all of the City's rights for public street use. It is worth noting that PM 33361 (located to the immediate east of the Kaiser Hospital property) vacated the southerly half of Filaree Avenue between Oliver Street and the Kaiser Hospital property, consistent with this request.

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 the subject easement if certain conditions are met. This request meets those conditions since no public money was expended for maintenance of this portion of street right of way, the right of way has not been used as a street for a period greater than five years, and staff has determined that the right of way is excess. Finally, Utility Coordination letters were sent to all utility companies that may exist within the portion of the right of way to be vacated and no utilities were identified.

ALTERNATIVES

1. Approve the recommended actions as presented in this staff report. *Staff recommends this alternative as this easement is not needed.*
2. Do not approve the recommended actions as presented in this staff report. *Staff does not recommend this alternative as this would not allow the project to be completed as required and approved by the City.*

FISCAL IMPACT

No fiscal impact.

NOTIFICATION

Written notice has been given to the various utility companies. Those utilities have responded that there are no facilities within the easement.

PREPARATION OF STAFF REPORT

Prepared By:
Hoang Nguyen, P.E.
Associate Engineer

Department Head Approval:
Michael L. Wolfe, P.E.
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

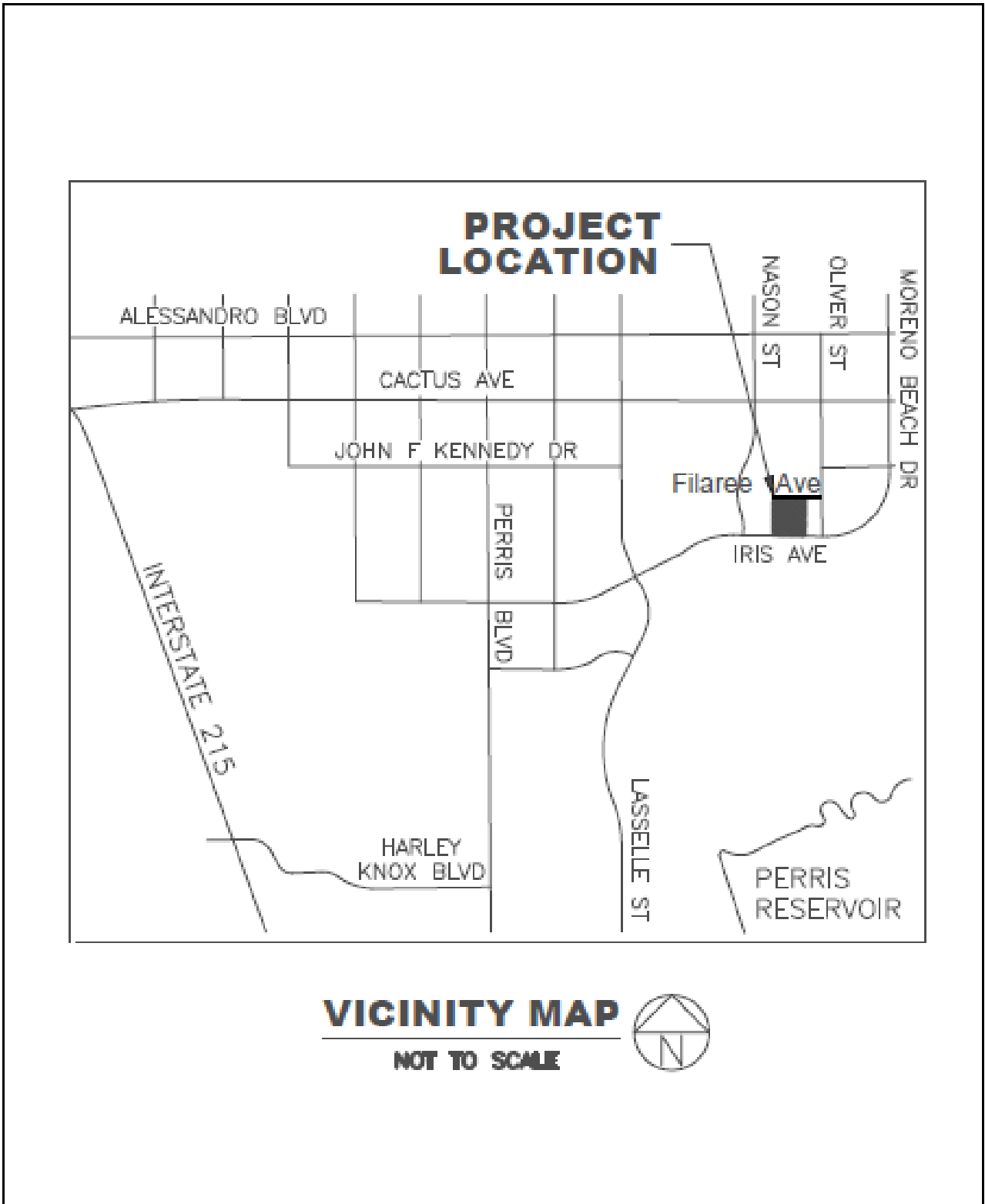
Objective 4.2: Develop and maintain a comprehensive Infrastructure Plan to invest in and deliver City infrastructure.

ATTACHMENTS

- 1. Vicinity Map-Vacation PEN18-0228
- 2. Proposed Resolution 2020-XX - PEN18-0228

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	11/04/20 6:02 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	11/05/20 8:53 AM



CITY OF MORENO VALLEY
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT

PEN18-0228
Project Site

Attachment: Vicinity Map-Vacation PEN18-0228 (4186 : PEN18-0228 – ADOPTION OF THE PROPOSED RESOLUTION)

RESOLUTION NO. 2020-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ORDERING THE SUMMARY VACATION OF THE SOUTHERLY PORTION OF FILAREE AVENUE LOCATED FROM 610 FEET WEST OF THE INTERSECTION OF OLIVER STREET TO 1,270 FEET WEST OF OLIVER 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 west of Oliver Street described as a southerly 40 feet wide portion northerly of lot 2 in the Bear Valley and Alessandro Development Co. as shown by Map Book 11, page 10 of Official Records in the County of San Bernardino; and

WHEREAS, no public improvements exist on said portion of right of way and has not been used for street purposes;

WHEREAS, the City has determined that the subject street right of way is excess; and

WHEREAS, no public money was expended for maintenance of the subject street right of way.

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 Filaree 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 17th day of November, 2020.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Attachment: Proposed Resolution 2020-XX - PEN18-0228 (4186 : PEN18-0228 – ADOPTION OF THE PROPOSED RESOLUTION)

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 17th day of November, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK


(SEAL)

Exhibit "A"
Quitclaim of Fillaree Avenue
LEGAL DESCRIPTION

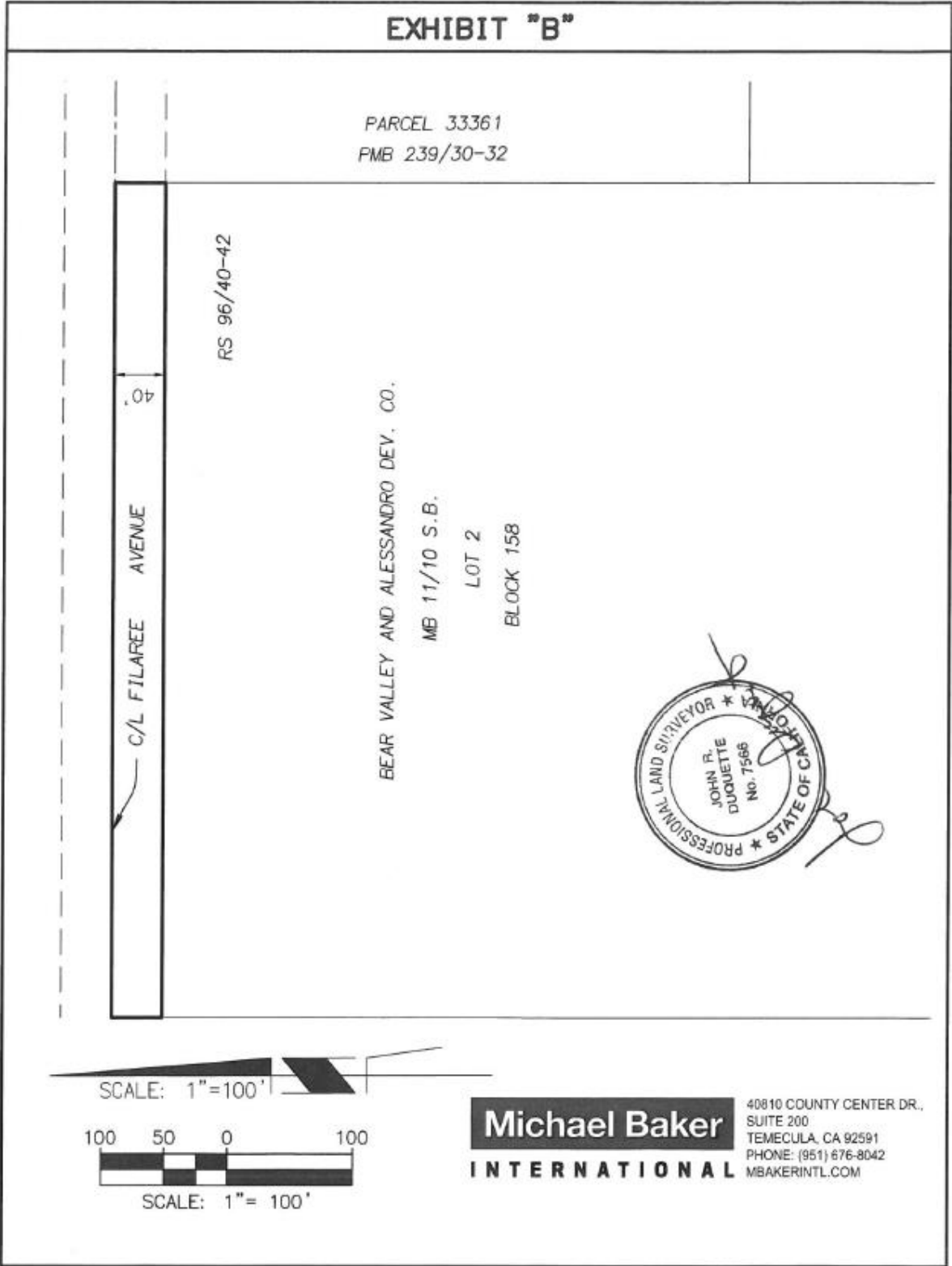
That portion of Filaree Avenue, in the City of Moreno Valley, County of Riverside, State of California, being a strip of land 40.00 feet in width, lying northerly of Lot 2 in Block 158 of Bear Valley and Alessandro Development Co. as shown by map on file in Book 11, Maps at Page 10, Records of San Bernardino County, California, lying within section of 22, Township 3 South, Range 3 West, San Bernardino Base and Meridian.

Containing 0.61 acres, more or less.

Prepared by me or under my direction.


John R. Duquette, PLS 7566. 6/11/19
Date





Attachment: Proposed Resolution 2020-XX - PEN18-0228 (4186 : PEN18-0228 – ADOPTION OF THE PROPOSED RESOLUTION)



Report to City Council

TO: Mayor and City Council

FROM: Michael L. Wolfe P.E., Assistant City Manager

AGENDA DATE: November 17, 2020

TITLE: APPROVE FIRST AMENDMENT TO THE ENERGY SCHEDULING AND TRADING SERVICES AGREEMENT WITH TENASKA POWER SERVICES

RECOMMENDED ACTION

Recommendations:

1. Approve the First Amendment to the Energy Scheduling and Trading Services Agreement with Tenaska Power Services, Co.
2. Authorize the City Manager to execute the Amendment.

SUMMARY

This report recommends approval of an Amendment that extends the Energy Scheduling and Trading Services Agreement with Tenaska Power Services, Co. for an additional five years.

DISCUSSION

To balance their energy needs for customers, electric utilities buy and sell energy through the California Independent System Operator (CAISO), the nonprofit public benefit corporation established to manage the electric transmission system in the state and operate the wholesale power market. Participation in the wholesale market requires either certification as a Scheduling Coordinator by the CAISO or retention of a firm who is a certified Scheduling Coordinator. A Scheduling Coordinator can represent various types of entities, including generators and load-serving entities such as utilities, and is responsible for performing daily energy scheduling and trading and tracking and settling those trades. Certification requirements to become a Scheduling Coordinator include demonstration of credit worthiness, installation of software for validation, estimation, and editing meter values, completion of training and testing regarding the use of CAISO's

market, operating, and technical systems, and installation of software necessary to communicate with the CAISO 24 hours a day, seven days a week.

On May 3, 2016, the City Council approved a five-year agreement with Tenaska Power Services, Co. for energy scheduling, trading, and settlement services for Moreno Valley Utility. Tenaska Power Services, Co. was selected as the result of a competitive bid process. Of the three responses received, the proposal submitted by Tenaska Power Services was the lowest cost proposal. The current agreement expires on June 30, 2021, and is proposed to extend an additional five years for the following reasons: (1) the current wholesale power market for both energy and capacity are experiencing unprecedented conditions that will make transition to another Scheduling Coordinator difficult and potentially costlier; (2) Tenaska's performance during the term of the Agreement has been outstanding, with no CAISO or settlement issues; and (3) lack of staff resources to dedicate to a transition due to competing projects.

As part of this extension and at no incremental charge or fee, Tenaska Power Services Co. will perform various reasonably requested and mutually agreed upon ad-hoc analysis and reporting functions such as: (1) resource adequacy, renewable energy, and energy market insight and analysis; (2) hedging analysis to determine physical energy purchases needed to meet the utility's estimated load; and (3) development of additional reporting as available and requested by MVU. This type of analysis and insight typically carries a fee level of \$15,000 - \$25,000 per analysis or study in the marketplace.

ALTERNATIVES

1. Approve the First Amendment to the Energy Scheduling and Trading Services Agreement with Tenaska Power Services Co. *Staff recommends this alternative as it will maintain scheduling services with minimal interruption in service to the utility and its customers.*
2. Do not approve the First Amendment to the Energy Scheduling and Trading Services Agreement with Tenaska Power Services Co. *Staff does not recommend this alternative, due to lack of staff resources and the City could potentially pay more for scheduling, settlement, and risk mitigation services.*

FISCAL IMPACT

There is no additional fiscal impact to the extension of the Agreement. The costs associated with energy scheduling and settlement services is currently included in the purchased power costs budget.

NOTIFICATION

Posting of the Agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Jeannette Olko
Electric Utility Division Manager

Department Head Approval:
Michael L. Wolfe, P.E.
Assistant City 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.

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 2022 expiration of the ENCO Utility Systems agreement.

ATTACHMENTS

- 1. 1st Amend to ESTSA 11172020

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	11/05/20 6:11 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	11/06/20 9:33 AM

**FIRST AMENDMENT
TO THE ENERGY SCHEDULING AND TRADING SERVICES AGREEMENT**

This First Amendment to the Energy Scheduling and Trading Services Agreement (“Amendment”) is entered into on November 17, 2020 (the “Effective Date”) by and between City of Moreno Valley (“Customer”) and Tenaska Power Services Co. (“TPS”). Each of Customer and TPS may be referred to herein as a “Party” and collectively as the “Parties” to this Amendment.

WHEREAS, Customer and TPS are Parties to that certain Energy Scheduling and Trading Services Agreement dated as of May 20, 2016, as amended (the “Agreement”); and

WHEREAS, the Parties desire to amend the Agreement to extend the term for an additional five years as well as update the definition of “Due Date”.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both Parties, Customer and TPS hereby agree as follows:

AMENDMENT

1. Unless otherwise defined in this Amendment, capitalized terms used in this Amendment shall have the same meaning as that given to such terms in the Agreement.

2. The Parties agree to amend the Agreement by replacing the second sentence of Section 5 of the Base Agreement with the following sentence:

“This Agreement will have a term of one hundred twenty (120) months, beginning on the Commencement Date and ending at the midnight which concludes the last Day of the full one hundred twenty (120) consecutive calendar month period following the Commencement Date (“Term”).”

3. The Parties agree to amend the Agreement by replacing the existing definition of “Due Date” in Section 1 of the General Terms and Conditions with the following new definition:

““Due Date” means the fifteenth (15th) day after receipt of the statement or invoice by Customer; provided, however, if such day is not a Business Day, the next Business Day.”

4. Unless expressly changed by this Amendment, all other terms of the Agreement shall remain in full force and effect.

5. This Amendment may be executed in multiple counterparts, including facsimile(s) or emails, each one of which will be considered an original Agreement, but all of which together will constitute one and the same instrument.

6. This Amendment contains the entire agreement between the Parties with respect to the subject matter of this Amendment and supersedes any previous understandings, commitments, or agreements, oral or written, with respect to such subject matter of this Amendment.

Attachment: 1st Amend to ESTSA 11172020 (4185 : Approve First Amendment with Tenaska Power Services)

WHEREFORE, the Parties acknowledge and agree to this Amendment effective as of the Effective Date.

TENASKA POWER SERVICES CO.

CITY OF MORENO VALLEY

By: _____

By: _____

Name: Kevin R. Smith

Name: Mike Lee

Title: President

Title: City Manager

Attachment: 1st Amend to ESTSA 11172020 (4185 : Approve First Amendment with Tenaska Power Services)



Report to City Council

TO: Mayor and City Council

FROM: Michael L. Wolfe P.E., Assistant City Manager

AGENDA DATE: November 17, 2020

TITLE: PEN18-0032 (TR 36708) – APPROVE TRACT MAP 36708 LOCATED AT THE SOUTHWEST CORNER OF CACTUS AVENUE AND PERRIS BOULEVARD. DEVELOPER: CENTURY COMMUNITIES OF CALIFORNIA, LLC

RECOMMENDED ACTION

1. Approve Tract Map 36708; and
2. Authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation.

SUMMARY

This report recommends approval of Tract Map 36708, which is owned by Century Communities of California, LLC, a Delaware Limited Liability Company. Tract Map 36708 is for Condominium purposes and will subdivide one lot into a 117 unit Planned Unit Development (PUD). The project is located at the southwest corner of Cactus Avenue and Perris Boulevard.

DISCUSSION

On March 10, 2015, the City of Moreno Valley approved Tentative Tract Map 36708. The project is for the development of one Condominium lot into a 117 unit Planned Unit Development (PUD) on approximately 15.92 acres, located on the southwest corner of Cactus Avenue and Perris Boulevard. The Agreement for Public Improvements was approved by the City Engineer and recorded on September 24, 2020. Tract Map 36708 is in substantial conformance with the approved Tentative Tract Map. The developer has requested that the map be approved for recordation. Due to the size of the map, it is not attached to this report. However, the map is available for review at the Public Works/Land Development counter at City Hall.

ENVIRONMENTAL

On March 10, 2015, the City Council of the City of Moreno Valley approved Tentative Tract Map 36708. In accordance with the California Environmental Quality Act (CEQA) Guidelines, the City Council determined the project will not result in any significant effect on the environment and qualified for a Negative Declaration under the provisions of CEQA.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *Staff recommends this alternative as it will allow the tract map to be recorded and allow the project to move forward with development of residential property and adjacent improvements.*
2. Do not approve and do not authorize the recommended actions as presented in this staff report. *Staff does not recommend this alternative as it will not allow the parcel map to be recorded and not allow the project to move forward with development of residential property and adjacent improvements.*

FISCAL IMPACT

No fiscal impact is anticipated.

NOTIFICATION

Publication of agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Guy Pegan, P.E.
Senior Engineer, P.E.

Department Head Approval:
Michael L. Wolfe, P.E.
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

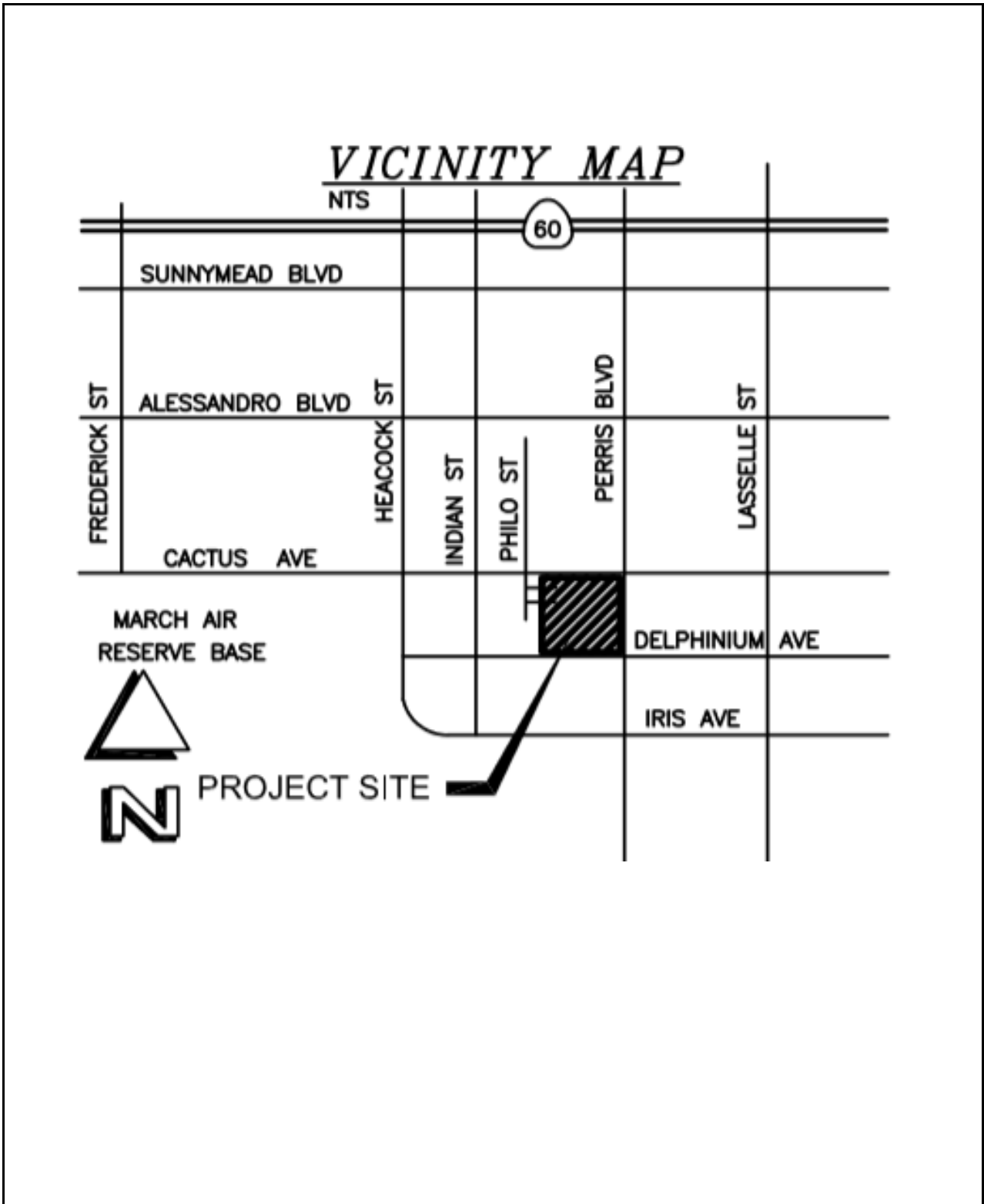
Objective 4.2: Develop and maintain a comprehensive Infrastructure Plan to invest in and deliver City infrastructure.

ATTACHMENTS

- 1. Vicinity Map - PEN18-0032 (TR 36708)

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	10/29/20 7:58 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	10/29/20 9:44 AM



CITY OF MORENO VALLEY
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT

PEN18-0032 (TR 36708)
Project Site

Attachment: Vicinity Map - PEN18-0032 (TR 36708) (4184 : PEN18-0032 (TR 36708) - APPROVE TRACT MAP 36708)



Report to City Council

TO: Mayor and City Council

FROM: Michael L. Wolfe P.E., Assistant City Manager

AGENDA DATE: November 17, 2020

TITLE: PEN19-0110 (PM 8073) – ADOPTION OF THE PROPOSED RESOLUTION FOR THE SUMMARY VACATION OF THE WESTERLY CUL-DE-SAC PORTION OF MYRNA STREET BETWEEN 130 FEET TO 270 FEET WEST OF THE INTERSECTION OF JO ANN STREET. DEVELOPER: COURTYARDS AT COTTONWOOD, L.P.

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 portion of Myrna Street located between 130 feet to 270 feet west of the intersection of Jo Ann Street; and
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 the westerly cul-de-sac portion of Myrna Street between 130 feet to 270 feet west of the intersection of Jo Ann Street. The project conditions of approval for PEN19-0110 required the construction of the Myrna Street cul-de-sac meeting current City standards. As a result, a new easement for the cul-de-sac has been accepted and the existing easement is no longer needed.

DISCUSSION

Land Development staff reviewed the developer's request for the summary vacation of the westerly portion of Myrna Street, located between 130 and 270 feet west of the

intersection of Jo Ann Street. This portion of Myrna Street right-of-way that was originally granted by Parcel Map (PM) 8073 gave the City the right to use Myrna Street for public road and utility purposes. Due to the proposed development's circulation and design of Myrna Street, a new easement for the cul-de-sac right of way along this portion of Myrna Street was required to supersede the location of the original easement.

The City has obtained the new easement for public road and public utility purposes, recorded October 15, 2020 as part of PEN19-0110 conditions of approval, which supersedes the location of the prior portion of Myrna Street right of way. The City Council's approval of a summary vacation for this portion of Myrna Street would abandon all of the City's rights for public road use purposes under the original PM 8073 easement, and has no impact on the recently recorded cul-de-sac 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 the subject easement if certain conditions are met. This request meets those conditions since the street right of way has been superseded by relocation (recordation of the new easement), the right of way has not been used as a street for a period greater than five years, and staff has determined that the right of way is excess. Finally, Utility Coordination letters were sent to all utility companies that may exist within the portion of right of way to be vacated and no utilities were identified.

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. Those utilities have responded that there are no facilities within the easement.

PREPARATION OF STAFF REPORT

Prepared By:
Guy Pegan, P.E.
Senior Engineer

Department Head Approval:
Michael L. Wolfe, P.E.
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

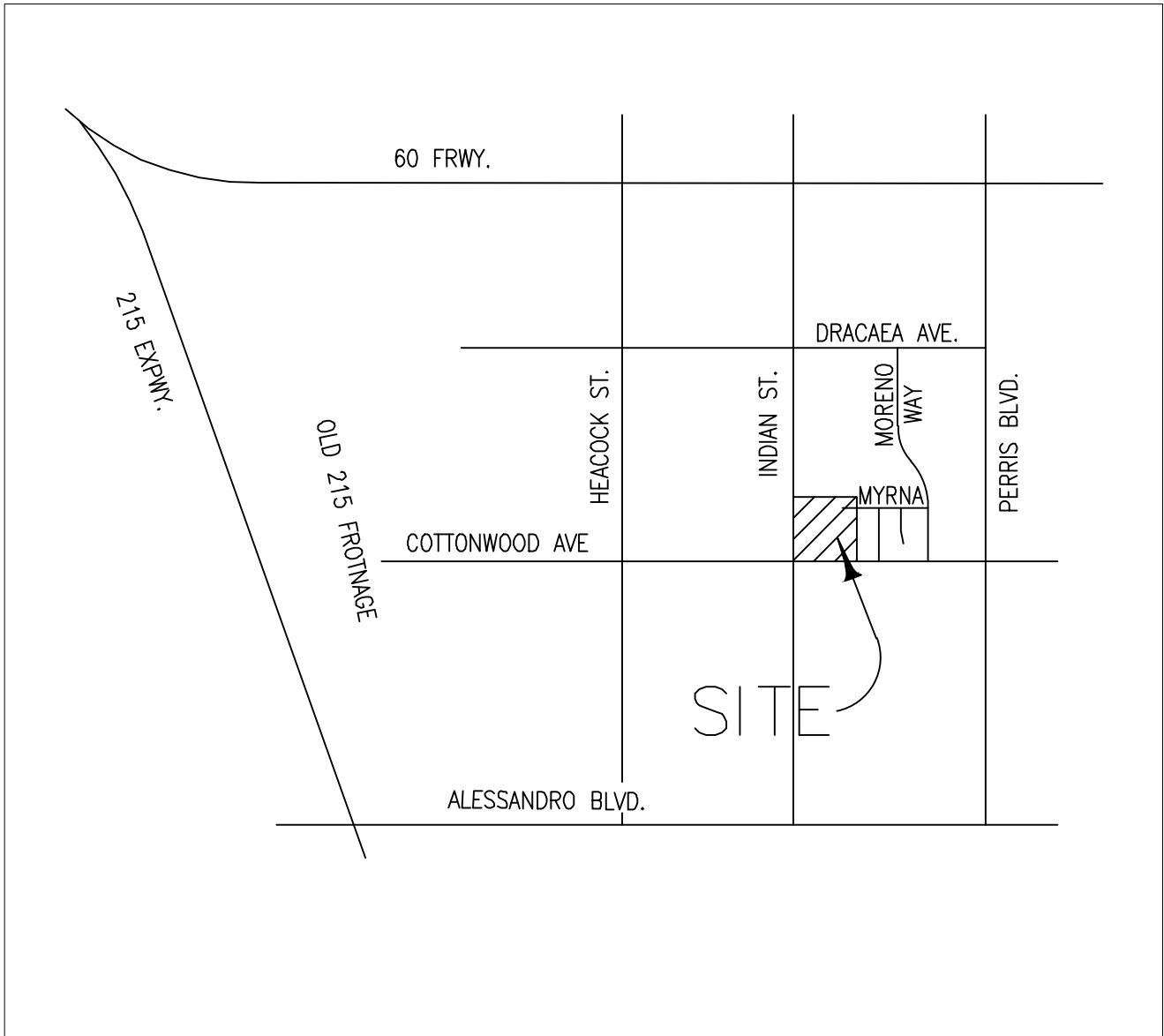
Objective 4.2: Develop and maintain a comprehensive Infrastructure Plan to invest in and deliver City infrastructure.

ATTACHMENTS

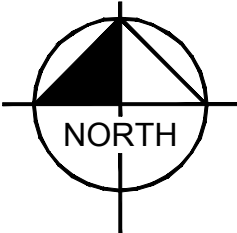
- 1. Vicinity Map - PEN19-0110
- 2. Proposed Resolution 2020-XX - LGL20-0032 Vacation

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	10/30/20 11:35 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	10/30/20 11:59 AM



Attachment: Vicinity Map - PEN19-0110 (4183 : PEN19-0110 (PM 8073) – ADOPTION OF THE PROPOSED RESOLUTION)



VICINITY MAP

1"=200'

SCALE (H): 1"=200'
 SCALE (V): N/A
 DESIGNED BY: CTM
 DRAWN BY: CTM
 CHECKED BY: CTM
 DATE: 8/26/2020

CITY OF MORENO VALLEY
 PUBLIC WORKS - LAND DEVELOPMENT

PEN19-0110 (LGL20-0032)
 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 PORTION OF MYRNA STREET LOCATED BETWEEN 130 FEET TO 270 FEET WEST OF THE INTERSECTION OF JO ANN 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 west of Jo Ann Street described in Parcel Map 8073 (PMB 30/20) of Official Records in the County of Riverside; and

WHEREAS, a portion of this right-of-way has been superseded by reconfiguration of the public street and no longer, nor in the future will be, useful for public street purposes; and

WHEREAS, no public improvements exist on said portion of right of way and has not been used for street purposes; and

WHEREAS, the City has determined that the subject street right of way is excess; and

WHEREAS, no public money was expended for maintenance of the subject street right of way.

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 Myrna Street 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 17th day of November, 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 3rd day of November, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

EXHIBIT "A"
LEGAL DESCRIPTION VACATION

LETTERED LOT C OF PARCEL MAP 8073, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 30 OF PARCEL MAPS, PAGE 20, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT C; THENCE ALONG THE EAST LINE OF SAID LOT C, SOUTH 0°00'00" EAST 60.00 FEET TO THE BEGINNING OF A NON TANGENT 100.00 FOOT RADIUS, CURVE CONCAVE SOUTHERLY, TO WHICH A RADIAL LINE BEARS NORTH 0°00'00" WEST; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°15'37" AN ARC DISTANCE OF 28.38 FEET; THENCE SOUTH 73°44'23" WEST, 50.00 FEET TO THE BEGINNING OF A 50.00 FOOT RADIUS CURVE, CONCAVE EASTERLY; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 212°31'14" AN ARC DISTANCE OF 185.46 FEET; THENCE SOUTH 73°44'23" EAST, 50.00 FEET TO THE BEGINNING OF A 100.00 FOOT RADIUS CURVE, CONCAVE NORTHERLY; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°15'37" AN ARC DISTANCE OF 28.38 FEET TO THE **POINT OF BEGINNING.**

Containing 10,999 square feet, more or less

THIS LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION.

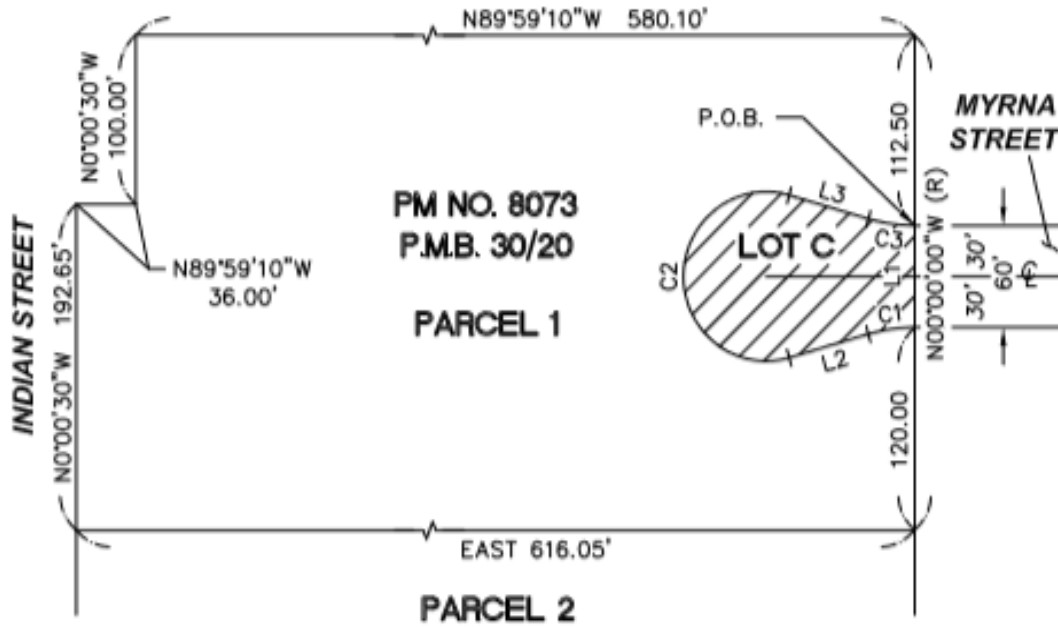


JOHN P. GERVAIS, PLS 8674 06-16-2020



Attachment: Proposed Resolution 2020-XX - LGL20-0032 Vacation (4183 : PEN19-0110 (PM 8073) – ADOPTION OF THE PROPOSED

EXHIBIT "B"

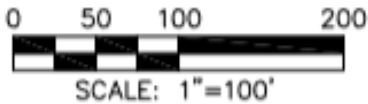


LINE DATA

NO.	BEARING	DISTANCE
L1	S00°00'00"W	60.00'
L2	S73°44'23"W	50.00'
L3	S73°44'23"E	50.00'

CURVE DATA

NO.	RADIUS	DELTA	ARC
C1	100.00'	16°15'37"	28.38'
C2	50.00'	212°31'14"	185.46'
C3	100.00'	16°15'37"	28.38'



LG LAND SURVEYING, INC.
 30355 CALLEJO FELIZ TER
 VALLEY CENTER, CA 92082
 p: 619-535-1172



- LEGEND**
- PROPERTY LINE
 - - - CENTERLINE
 - R/W VACATION
AREA = 10,999 S.F. ±
 - P.O.C. POINT OF COMMENCEMENT
 - T.P.O.B. TRUE POINT OF BEGINNING

ALL BEARINGS & DISTANCES
 SHOWN HEREON PER PM NO.
 8073, P.M.B. 30/20

SHEET 1 OF 1

Attachment: Proposed Resolution 2020-XX - LGL20-0032 Vacation (4183 : PEN19-0110 (PM 8073) – ADOPTION OF THE PROPOSED



Report to City Council

TO: Mayor and City Council

FROM: Michael L. Wolfe P.E., Assistant City Manager

AGENDA DATE: November 17, 2020

TITLE: APPROVAL OF AMENDMENT NO. 2 TO THE COOPERATIVE AGREEMENT FOR MORENO MASTER DRAINAGE PLAN LINE F, STAGE 3, LINE D, LINE D-5, LINE D-6, AND LINE F SINCLAIR STREET STORM DRAIN

RECOMMENDED ACTION

1. Approve Amendment No. 2 to the Cooperative Agreement for the Moreno Master Drainage Plan (MDP) Line F, Stage 3, Line D, Line D-5, Line D-6, and Line F Sinclair Street Storm Drain, with the Riverside County Flood Control and Water Conservation District, the City of Moreno Valley (City), HF Logistics-SKX T1, LLC, HF Logistics-SKX T2, LLC, and Highland Fairview Partners IV (Developer), PEN18-0254.
2. Authorize the Public Works Director/City Engineer to execute Amendment No. 2 to the Cooperative Agreement.
3. Authorize the Public Works Director/City Engineer to execute subsequent extensions and/or amendments to the Cooperative Agreement, subject to the approval of the City Attorney.

SUMMARY

The Developer has reached an accord with the Riverside County Flood Control and Water Conservation District (District) to amend the original storm drain design on private property. As such, a corresponding amendment to the Cooperative Agreement is required to memorialize the accord between the Developer and the District. Since the City was a party to the original agreement, the City is to review and approve any subsequent amendments.

DISCUSSION

On August 24, 2010, the City Council of the City of Moreno Valley approved the Cooperative Agreement between the District, the City, and the Developer for certain master drainage plan storm drain facilities. The improvements were related to Tentative Parcel Map No. 35629 (PA07-0090) and consisted of construction of the following storm drain lines: Line F, Stage 3; Line D; Line D-5; Line D-6; and Line F Sinclair Street Storm Drain.

On February 22, 2011, the City Council of the City of Moreno Valley approved Amendment No. 1 to the Cooperative Agreement between the District, the City, and the Developer. The proposed Amendment No. 2 to the Cooperative Agreement specifies the construction of certain Developer Facilities (i.e., 24" reinforced concrete pipe, basin, guard shack, and conveyor bridge) located within private property.

The Developer is responsible for the design and construction of the project improvements. The Developer has prepared plans and specifications in accordance with the District's and the City's standards and submitted improvement plans to the District and the City for review and approval. The District will review the plans and specifications, provide inspection for the construction, and accept ownership and responsibility for the maintenance of the District's drainage facilities, if the Developer meets all requirements of the agreement. All other improvements shall be maintained by the Developer.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *Staff recommends this alternative, as it will allow the project to construct master drainage plan storm drain facilities.*
2. Do not approve and do not authorize the recommended actions as presented in this staff report. *Staff does not recommend this alternative, as it will not allow the project to construct master drainage plan storm drain facilities.*

FISCAL IMPACT

No fiscal impact is anticipated.

NOTIFICATION

Publication of agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Larry Gonzales
Senior Engineer, P.E.

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

Concurred By:
Michael Lloyd, P.E.

Engineering Division Manager/Assistant City Engineer

CITY COUNCIL GOALS

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

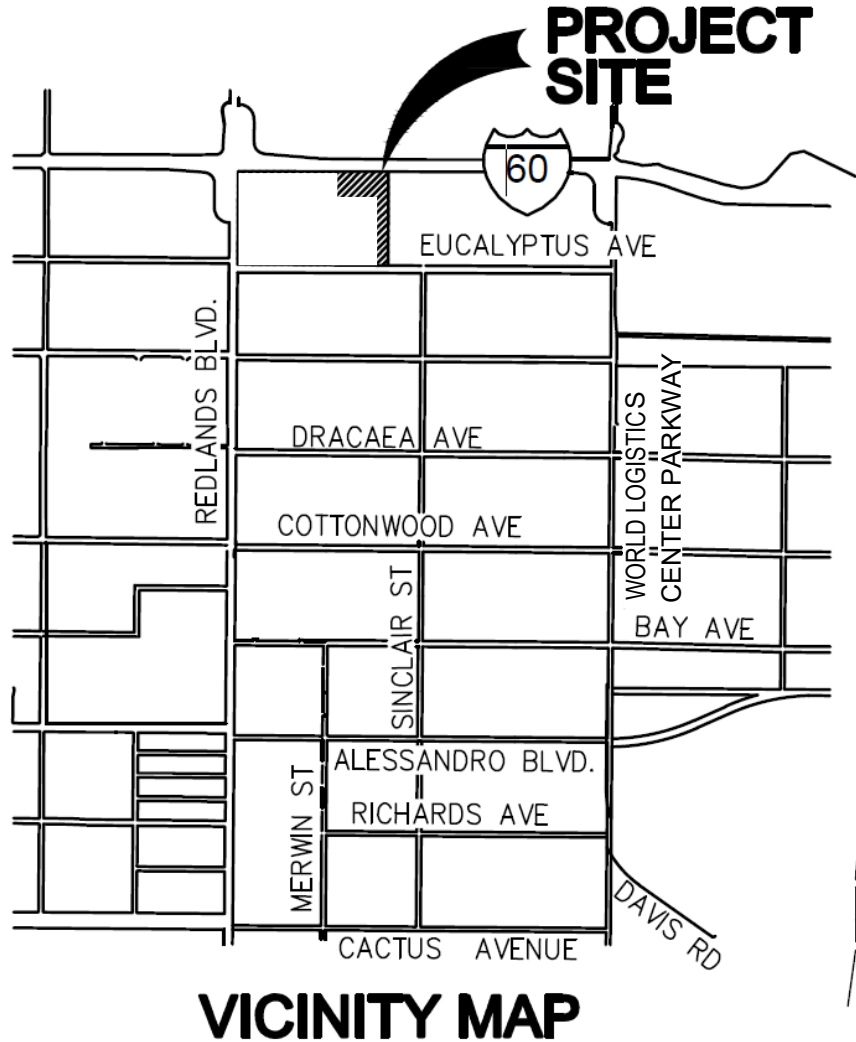
Objective 4.2: Develop and maintain a comprehensive Infrastructure Plan to invest in and deliver City infrastructure.

ATTACHMENTS

- 1. Vicinity Map - Cooperative Agreement PEN18-0254
- 2. Original Cooperative Agreement
- 3. Amendment No. 1 to Cooperative Agreement
- 4. Amendment No. 2 to Cooperative Agreement - PEN18-0254

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	10/30/20 11:34 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	10/30/20 12:00 PM



VICINITY MAP
NOT TO SCALE

CITY OF MORENO VALLEY
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT

PEN18-0254

Attachment: Vicinity Map - Cooperative Agreement PEN18-0254 (4177 : PEN18-0254 — APPROVAL OF AMENDMENT NO. 2 TO THE

RECORDING REQUESTED BY:

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

FREE RECORDING

This instrument is for the benefit of the Riverside County Flood Control and Water Conservation District and should be recorded without a fee pursuant to Govt. Code 6103.

AND WHEN RECORDED MAIL TO:

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
1995 MARKET STREET
RIVERSIDE, CA 92501-1770

MS 2990

DOC # 2010-0527149

11/03/2010 11:41A Fee:NC

Page 1 of 45

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



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COOPERATIVE AGREEMENT

Title of Document

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002

PROJECT: Moreno MDP Line F, Stage 3
Moreno MDP Line D
Moreno MDP Line D-5
Moreno MDP Line D-6
Moreno - Line F Sinclair Street Storm Drain

SUB-DIVISION: Parcel Map 35629 (Moreno Valley)

PROJECT NOS:
4-0-00752-03
4-0-00749
4-0-00741
4-0-00742
4-0-00743

DEVELOPER:
HF Logistics-SKX T1, LLC
HF Logistics-SKX T2, LLC
Highland Fairview Partners I
Highland Fairview Partners II
Highland Fairview Partners III
Highland Fairview Partners IV

Attachment: Original Cooperative Agreement (4177 : PEN18-0254 — APPROVAL OF AMENDMENT NO. 2 TO THE COOPERATIVE AGREEMENT)

COOPERATIVE AGREEMENT

Moreno MDP Line F, Stage 3

Moreno MDP Line D

Moreno MDP Line D-5

Moreno MDP Line D-6

Moreno – Line F Sinclair Street Storm Drain

(Project Nos. 4-0-00752-03, 4-0-00749, 4-0-00741, 4-0-00742, 4-0-00743)

(Parcel Map No. 35629)

The RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, hereinafter called "DISTRICT", the CITY OF MORENO VALLEY, hereinafter called "CITY", and HF LOGISTICS-SKX T1, LLC, a Delaware limited liability company, HF LOGISTICS-SKX T2, LLC, a Delaware limited liability company, HIGHLAND FAIRVIEW PARTNERS I, a California general partnership, HIGHLAND FAIRVIEW PARTNERS II, a California general partnership, HIGHLAND FAIRVIEW PARTNERS III, a California general partnership, and HIGHLAND FAIRVIEW PARTNERS IV, a California general partnership, hereinafter together called "DEVELOPERS", hereby agree as follows:

RECITALS

A. DEVELOPERS have submitted for approval Parcel Map No. 35629 in the City of Moreno Valley and as a condition for approval DEVELOPERS must construct certain flood control facilities in order to provide flood protection and drainage for DEVELOPERS' planned development; and

B. The required flood control facilities include construction of approximately 5,116 lineal feet of underground storm drain system, hereinafter called "DISTRICT DRAINAGE FACILITIES, as shown in concept in red on Exhibit "A" attached hereto and made a part hereof; and

Attachment: Original Cooperative Agreement (4177 : PEN18-0254 — APPROVAL OF AMENDMENT NO. 2 TO THE COOPERATIVE AGREEMENT)

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C. Also associated with the construction of DISTRICT DRAINAGE FACILITIES is the construction of inlets, catch basins, laterals and connector pipes located within CITY'S right of way, hereinafter called "APPURTENANCES". Together, DISTRICT DRAINAGE FACILITIES and APPURTENANCES are hereinafter called "PROJECT"; and

D. DEVELOPERS and CITY desire DISTRICT to accept ownership and responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES. Therefore, DISTRICT must review and approve DEVELOPERS' plans and specifications for PROJECT and subsequently inspect the construction of DISTRICT DRAINAGE FACILITIES; and

E. DEVELOPERS and DISTRICT desire CITY to accept ownership and responsibility for the operation and maintenance of APPURTENANCES. Therefore, CITY must review and approve DEVELOPERS' plans and specifications and subsequently inspect the construction of PROJECT; and

F. DISTRICT is willing to (i) review and approve DEVELOPERS' plans and specifications for PROJECT, (ii) inspect the construction of DISTRICT DRAINAGE FACILITIES, and (iii) accept ownership and responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES, provided DEVELOPERS (i) comply with this Agreement, (ii) pay DISTRICT the amounts specified herein to cover DISTRICT'S plan review and construction inspection costs, (iii) construct PROJECT in accordance with plans and specifications approved by DISTRICT and CITY, (iv) obtain all necessary permits, regulatory permits, licenses and rights of entry as set forth herein, (v) accept ownership and responsibility for the operation and maintenance of PROJECT following completion of PROJECT construction until such time as DISTRICT accepts ownership and responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES and CITY accepts

Attachment: Original Cooperative Agreement (4177 : PEN18-0254 — APPROVAL OF AMENDMENT NO. 2 TO THE COOPERATIVE AGREEMENT)

1 ownership and responsibility for the operation and maintenance of APPURTENANCES, and
2 (vi) obtain and convey to DISTRICT the necessary rights of way for the inspection, operation
3 and maintenance of DISTRICT DRAINAGE FACILITIES as set forth herein; and

4 G. CITY is willing to (i) review and approve plans and specifications prepared
5 by DEVELOPERS for PROJECT, (ii) inspect the construction of APPURTENANCES, (iii)
6 accept and hold faithful performance and payment bonds submitted by DEVELOPERS for
7 DISTRICT DRAINAGE FACILITIES, (iv) grant DISTRICT the right to inspect, operate and
8 maintain DISTRICT DRAINAGE FACILITIES within CITY rights of way, (v) consent to the
9 recordation and conveyance of Irrevocable Offer(s) of Dedication furnished by DEVELOPERS
10 as provided herein, and (vi) accept ownership and responsibility for the operation and
11 maintenance of APPURTENANCES, provided PROJECT is constructed in accordance with
12 plans and specifications approved by DISTRICT and CITY.
13
14

15 NOW, THEREFORE, the parties hereto mutually agree as follows:

16 SECTION I

17 DEVELOPERS shall:

18 1. Prepare PROJECT plans and specifications, as shown in DISTRICT
19 Drawing No. 4-1007 hereinafter called "IMPROVEMENT PLANS", in accordance with
20 DISTRICT and CITY standards, and submit to DISTRICT and CITY for their review and
21 approval.
22

23 2. Continue to pay DISTRICT, within thirty (30) days after receipt of
24 periodic billings from DISTRICT, any and all such amounts as are deemed reasonably
25 necessary by DISTRICT to cover DISTRICT'S costs associated with the review of
26 IMPROVEMENT PLANS, the review and approval of all right of way and conveyance
27 documents, and with the processing and administration of this Agreement. Additionally, deposit
28

1 with CITY, any and all such amounts as are deemed reasonably necessary by CITY to cover
 2 CITY'S costs associated with the review of IMPROVEMENT PLANS, the review and approval
 3 of all right of way and conveyance documents, and with the processing and administration of
 4 this Agreement.

5 3. Deposit with DISTRICT (Attention: Business Office – Accounts
 6 Receivable), at the time of providing written notice to DISTRICT of the start of DISTRICT
 7 DRAINAGE FACILITIES construction as set forth in Section I.8., the estimated cost of
 8 providing construction inspection for DISTRICT DRAINAGE FACILITIES, in an amount as
 9 determined and approved by DISTRICT in accordance with Ordinance Nos. 671 and 749 of the
 10 County of Riverside, including any amendments thereto, based upon the bonded value of
 11 DISTRICT DRAINAGE FACILITIES to be inspected, operated and maintained by DISTRICT.
 12 Additionally, deposit with CITY (Attention: Public Works/Land Development), at the time of
 13 providing written notice to DISTRICT of the start of PROJECT construction as set forth in
 14 Section I.8., the estimated cost of providing construction inspection in an amount as determined
 15 and approved by CITY in accordance with the most recent City Code and Fee Resolution of
 16 CITY, including any amendments thereto.

17 4. [This Section Intentionally Left Blank.]

18 5. Secure, at its sole cost and expense, all necessary licenses, agreements,
 19 permits and rights of entry as may be needed for the construction, inspection, operation and
 20 maintenance of DISTRICT DRAINAGE FACILITIES. DEVELOPERS shall furnish
 21 DISTRICT, at the time of providing written notice to DISTRICT of the start of construction as
 22 set forth in Section I.8., with sufficient evidence of DEVELOPERS having secured such
 23 necessary licenses, agreements, permits and rights of entry, as determined and approved by
 24 DISTRICT.

6. Furnish DISTRICT with copies of all permits, approvals or agreements required by any Federal or State resource and/or regulatory agency for the construction operation and maintenance of DISTRICT DRAINAGE FACILITIES. Such documents include but are not limited to those issued by the U.S. Army Corps of Engineers, California Regional Water Quality Control Board, California State Department of Fish and Game and State Water Resources Control Board.

7. Provide CITY, prior to providing written notice to DISTRICT of the start of construction as set forth in Section I.8., with a faithful performance bond in the amount of one hundred percent (100%) of the estimated cost for construction of DISTRICT DRAINAGE FACILITIES as determined by DISTRICT and a material and labor payment bond in the amount of fifty percent (50%) of the estimated cost for construction of the DISTRICT DRAINAGE FACILITIES as determined by DISTRICT. The surety, amount and form of the bonds shall be subject to the approval of DISTRICT and CITY. The bonds shall remain in full force and effect until DISTRICT DRAINAGE FACILITIES are accepted by DISTRICT as complete; at which time the faithful performance bond amount may be reduced to ten percent (10%) for a period of one year to guarantee against any defective work, and the Material and Labor security will be released after a period of ninety (90) days if there are no liens against the project for payment of materials or labor.

8. Notify DISTRICT in writing (Attention: Administrative Services Section), at least twenty (20) days prior to the start of construction of DISTRICT DRAINAGE FACILITIES. Construction shall not begin on any element of DISTRICT DRAINAGE FACILITIES for any reason whatsoever, until DISTRICT has issued to DEVELOPERS a written Notice to Proceed authorizing DEVELOPERS to commence construction of DISTRICT DRAINAGE FACILITIES.

9. Grant DISTRICT and CITY, by execution of this Agreement, the right to enter upon DEVELOPERS' property where necessary and convenient for the purpose of gaining

Attachment: Original Cooperative Agreement (4177 : PEN18-0254 — APPROVAL OF AMENDMENT NO. 2 TO THE COOPERATIVE AGREEMENT)

1 access to, and performing inspection service for, the construction of DISTRICT DRAINAGE
2 FACILITIES and APPURTENANCES, respectively, as set forth herein.

3 10. Obtain and provide DISTRICT, at the time of providing written notice to
4 DISTRICT of the start of construction of DISTRICT DRAINAGE FACILITIES as set forth in
5 Section I.8., with duly executed Irrevocable Offers(s) of Dedication to the public for flood
6 control and drainage purposes, including ingress and egress, for the rights of way deemed
7 necessary by DISTRICT for the construction, inspection, operation and maintenance of
8 DISTRICT DRAINAGE FACILITIES, as shown in concept shaded in green on Exhibit "B"
9 attached hereto and made a part hereof. The Irrevocable Offer(s) of Dedication shall be in a
10 form approved by DISTRICT and shall be executed by all legal and equitable owners of the
11 property described in the offer(s).
12

13 11. Furnish DISTRICT, when submitting the Irrevocable Offer(s) of
14 Dedication as set forth in Section I.10., with Preliminary Reports on Title dated not more than
15 thirty (30) days prior to date of submission of all the property described in the Irrevocable
16 Offer(s) of Dedication.
17

18 12. Furnish DISTRICT, at the time of providing written notice to DISTRICT of
19 the start of construction as set forth in Section I.8., with a complete list of all contractors and
20 subcontractors to be performing work on DISTRICT DRAINAGE FACILITIES, including the
21 corresponding license number and license classification of each. At such time, DEVELOPERS
22 shall further identify in writing their designated superintendent for DISTRICT DRAINAGE
23 FACILITIES construction.
24

25 13. Furnish DISTRICT, at the time of providing written notice to DISTRICT of
26 the start of construction as set forth in Section I.8., a construction schedule which shall show the
27 order and dates in which the DEVELOPERS or DEVELOPERS' contractor proposes to carry or
28

1 the various parts of work, including estimated start and completion dates. As construction of
2 DISTRICT DRAINAGE FACILITIES progresses, DEVELOPERS shall update said
3 construction schedule as requested by DISTRICT.

4 14. Furnish DISTRICT with final mylar IMPROVEMENT PLANS and assign
5 their ownership to DISTRICT at the time DISTRICT approves and signs said final mylar
6 IMPROVEMENT PLANS, and prior to the start of DISTRICT DRAINAGE FACILITIES
7 construction.

8 15. Not permit any change to or modification of the IMPROVEMENT PLANS
9 without the prior written permission and consent of DISTRICT.

10 16. Comply with all Cal/OSHA safety regulations including regulations
11 concerning confined space and maintain a safe working environment for DEVELOPERS' and
12 DISTRICT employees on the site.

13 17. Furnish DISTRICT, at the time of providing written notice to DISTRICT of
14 the start of construction as set forth in Section I.8., with a confined space entry procedure
15 specific to DISTRICT DRAINAGE FACILITIES. The procedure shall comply with
16 requirements contained in California Code of Regulations, Title 8 Section 5158, Other Confined
17 Space Operations, Section 5157, Permit Required Confined Space and DISTRICT Confined
18 Space Procedures, SOM-18. The procedure shall be reviewed and approved by DISTRICT
19 prior to the issuance of a Notice to Proceed.

20 18. During the construction period of DISTRICT DRAINAGE FACILITIES,
21 provide Workers' Compensation Insurance in an amount required by law. A certificate of said
22 insurance policy shall be provided to DISTRICT, the County of Riverside and CITY at the time
23 of providing written notice pursuant to Section I.8.

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Attachment: Original Cooperative Agreement (4177 : PEN18-0254 — APPROVAL OF AMENDMENT NO. 2 TO THE COOPERATIVE AGREEMENT)

1 19. Commencing on the date notice is given pursuant to Section I.8. and
2 continuing until DISTRICT accepts DISTRICT DRAINAGE FACILITIES for operation and
3 maintenance:

4 (a) Provide and maintain or cause its contractor(s) to provide and
5 maintain comprehensive liability insurance coverage which shall
6 protect DEVELOPERS from claim from damages for personal
7 injury, including accidental and wrongful death, as well as from
8 claims for property damage which may arise from DEVELOPERS'
9 construction of PROJECT or the performance of its obligations
10 hereunder, whether such construction or performance be by
11 DEVELOPERS, by any of its contractors, subcontractors, or by
12 anyone employed directly or indirectly by any of them. Such
13 insurance shall name DISTRICT, the County of Riverside and CITY
14 as additional insureds with respect to this Agreement and the
15 obligations of DEVELOPERS hereunder. Such insurance shall
16 provide for limits of not less than two million dollars (\$2,000,000)
17 per occurrence.

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19
20 (b) Cause its insurance carrier(s) or its contractor's insurance carrier(s),
21 who shall be authorized by the California Department of Insurance to
22 transact the business of insurance in the State of California, to furnish
23 DISTRICT, the County of Riverside and CITY, at the time of
24 providing written notice to DISTRICT of the start of construction as
25 set forth in Section I.8., with certificate(s) of insurance and applicable
26 policy endorsements showing that such insurance is in full force and
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effect and that DISTRICT, the County of Riverside and CITY are named as additional insureds with respect to this Agreement and the obligations of DEVELOPERS hereunder. Further, said certificate(s) shall state that the issuing company shall give DISTRICT, the County of Riverside and CITY sixty (60) days written notice in the event of any cancellation, termination, non-renewal or reduction in coverage of the policies evidenced by the certificate(s). In the event of any such cancellation, termination, non-renewal or reduction in coverage, DEVELOPERS shall, forthwith, secure replacement insurance meeting the provisions of this paragraph.

Failure to maintain the insurance required by this paragraph shall be deemed a material breach of this Agreement and shall authorize and constitute authority for DISTRICT, at its sole discretion, to proceed to perform the remaining work pursuant to Section IV.3.

20. Construct or cause to be constructed, PROJECT at DEVELOPERS' sole cost and expense in accordance with DISTRICT and CITY approved IMPROVEMENT PLANS.

21. Accept sole responsibility for the adjustment of all DISTRICT DRAINAGE FACILITIES' manhole rings and covers located within DISTRICT EASEMENTS which must be performed at such time(s) that the finished grade along and above the underground portions of DISTRICT DRAINAGE FACILITIES are improved repaired, replaced or changed. It being further understood and agreed that any such adjustments shall be performed at no cost to DISTRICT.

Attachment: Original Cooperative Agreement (4177 : PEN18-0254 — APPROVAL OF AMENDMENT NO. 2 TO THE COOPERATIVE AGREEMENT)

1 22. Within two (2) weeks of completing PROJECT construction, provide
2 DISTRICT with written notice (Attention: Contract Administration Section) that PROJECT
3 construction is substantially complete and requesting that DISTRICT conduct a final inspection
4 of DISTRICT DRAINAGE FACILITIES.

5 23. Upon completion of PROJECT construction, and upon acceptance by CITY
6 of all street rights of way deemed necessary by DISTRICT and CITY for the operation and
7 maintenance of PROJECT, but prior to DISTRICT acceptance of DISTRICT DRAINAGE
8 FACILITIES for ownership, operation and maintenance, convey, or cause to be conveyed to
9 DISTRICT flood control easement(s), including ingress and egress, in a form approved by
10 DISTRICT, for the rights of way as shown in concept shaded in green on Exhibit "B".

12 24. [This Section Intentionally Left Blank.]

13 25. At the time of recordation of the conveyance document(s) as set forth in
14 Section I.23.(ii), furnish DISTRICT with policies of title insurance, each in the amount of not
15 less than fifty percent (50%) of the estimated fee value, as determined by DISTRICT, for each
16 easement parcel to be conveyed to DISTRICT, guaranteeing DISTRICT'S interest in said
17 property as being free and clear of all liens, encumbrances, assessments, easements, taxes and
18 leases (recorded or unrecorded), except those which, in the sole discretion of DISTRICT, are
19 deemed acceptable.
20

21 26. Accept ownership and sole responsibility for the operation and maintenance
22 of PROJECT until such time as DISTRICT accepts ownership and responsibility for operation
23 and maintenance of DISTRICT DRAINAGE FACILITIES and CITY accepts ownership and
24 responsibility for operation and maintenance of APPURTENANCES. Further, it is mutually
25 understood by the parties hereto that prior to DISTRICT acceptance of ownership and
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Attachment: Original Cooperative Agreement (4177 : PEN18-0254 — APPROVAL OF AMENDMENT NO. 2 TO THE COOPERATIVE AGREEMENT)

1 responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES,
2 PROJECT shall be in a satisfactorily maintained condition as solely determined by DISTRICT.

3 27. Pay, if suit is brought upon this Agreement or any bond guaranteeing the
4 completion of DISTRICT DRAINAGE FACILITIES, all costs and reasonable expenses and
5 fees, including reasonable attorneys' fees, and acknowledge that, upon entry of judgment, all
6 such costs, expenses and fees shall be computed as costs and included in any judgment
7 rendered.

8
9 28. Upon completion of construction of PROJECT, but prior to DISTRICT
10 acceptance of DISTRICT DRAINAGE FACILITIES for ownership, operation and maintenance,
11 DEVELOPERS' civil engineer of record or construction civil engineer of record, duly registered
12 in the State of California, shall provide DISTRICT a redlined "record drawing" copy of
13 IMPROVEMENT PLANS. After DISTRICT approval of the redlined "record drawing"
14 drawings, DEVELOPERS' engineer shall schedule with DISTRICT a time to transfer the
15 redlined changes onto DISTRICT'S original mylars at DISTRICT'S office, after which the
16 engineer shall review, stamp and sign the original IMPROVEMENT PLANS "RECORD
17 DRAWING".

18
19 29. Ensure that all work performed pursuant to this Agreement by
20 DEVELOPERS, their agents or contractors is done in accordance with all applicable laws and
21 regulations, including but not limited to all applicable provisions of the Labor Code, Business
22 and Professions Code, and Water Code. DEVELOPERS shall be solely responsible for all costs
23 associated with compliance with applicable laws and regulations.
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Attachment: Original Cooperative Agreement (4177 : PEN18-0254 — APPROVAL OF AMENDMENT NO. 2 TO THE COOPERATIVE AGREEMENT)

SECTION II

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DISTRICT shall:

1. Review and approve IMPROVEMENT PLANS prior to the start of DISTRICT DRAINAGE FACILITIES construction.
2. Provide CITY an opportunity to review and approve IMPROVEMENT PLANS prior to DISTRICT'S final approval.
3. Upon execution of this Agreement, record or cause to be recorded, a copy of this Agreement in the Official Records of the Riverside County Recorder.
4. Record or cause to be recorded, the Irrevocable Offer(s) of Dedication provided by DEVELOPERS pursuant to Section I.10.
5. Inspect DISTRICT DRAINAGE FACILITIES construction.
6. Keep an accurate accounting of all DISTRICT costs associated with the review and approval of IMPROVEMENT PLANS, the review and approval of right of way and conveyance documents and the processing and administration of this Agreement.
7. Keep an accurate accounting of all DISTRICT construction inspection costs, and within forty-five (45) days after DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES as being complete, submit a final cost statement to DEVELOPERS. If the deposit as set forth in Section I.3. exceeds such costs, DISTRICT shall reimburse DEVELOPERS the excess amount within sixty (60) days after DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES as being complete. If at any time the costs exceed the deposit or are anticipated by DISTRICT to exceed the deposit, DEVELOPERS shall pay such additional amount(s), as deemed reasonably necessary by DISTRICT to complete inspection of DISTRICT DRAINAGE FACILITIES, within thirty (30) days after receipt of billing from DISTRICT.

Attachment: Original Cooperative Agreement (4177 : PEN18-0254 — APPROVAL OF AMENDMENT NO. 2 TO THE COOPERATIVE AGREEMENT)

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8. Accept ownership and sole responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES upon (i) DISTRICT acceptance of PROJECT construction as being complete, (ii) recordation of all conveyance documents described in Section I.23., and (iii) acceptance by CITY of all necessary street rights of way as deemed necessary by DISTRICT and CITY for the operation and maintenance of PROJECT.

9. Provide CITY with a reproducible duplicate copy of "as-built" IMPROVEMENT PLANS upon DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES as being complete.

SECTION III

CITY shall:

1. Review and approve IMPROVEMENT PLANS prior to the start of PROJECT construction.

2. Accept the CITY and DISTRICT approved faithful performance and payment bonds submitted by DEVELOPERS as set forth in Section I.7., and hold said bonds as provided herein.

3. Inspect construction of APPURTENANCES.

4. Consent, by execution of this Agreement, to the recording of any Irrevocable Offer(s) of Dedication furnished by DEVELOPERS pursuant to this Agreement.

5. As requested by DISTRICT, accept the Irrevocable Offer(s) of Dedication as set forth herein, and any other outstanding offers of dedication necessary for the construction, inspection, operation and maintenance of DISTRICT DRAINAGE FACILITIES, and, convey sufficient rights of way to DISTRICT to allow DISTRICT to construct, inspect, operate and maintain DISTRICT DRAINAGE FACILITIES.

Attachment: Original Cooperative Agreement (4177 : PEN18-0254 — APPROVAL OF AMENDMENT NO. 2 TO THE COOPERATIVE AGREEMENT)

6. Grant DISTRICT, by execution of this Agreement, the right to construct, inspect, operate and maintain DISTRICT DRAINAGE FACILITIES within CITY rights of way.

7. Accept ownership and sole responsibility for the operation and maintenance of APPURTENANCES upon DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES as being complete.

8. Upon DISTRICT acceptance of PROJECT construction as being complete, accept sole responsibility for the adjustment of all PROJECT manhole rings and covers located within CITY rights of way which must be performed at such time(s) that the finished grade along and above the underground portions of PROJECT are improved, repaired, replaced or changed. It being further understood and agreed that any such adjustments shall be performed at no cost to DISTRICT.

SECTION IV

It is further mutually agreed:

1. All work involved with DISTRICT DRAINAGE FACILITIES shall be inspected by DISTRICT and shall not be deemed complete until approved and accepted in writing as complete by DISTRICT.

2. CITY and DEVELOPERS' personnel may observe and inspect all work being done on DISTRICT DRAINAGE FACILITIES, but shall provide any comments to DISTRICT personnel who shall be solely responsible for all quality control communications with the DEVELOPERS' contractor(s) during the construction of DISTRICT DRAINAGE FACILITIES.

3. DEVELOPERS shall complete construction of DISTRICT DRAINAGE FACILITIES within twelve (12) consecutive months after execution of this Agreement and within one hundred eighty (180) consecutive calendar days after commencing work on

1 DISTRICT DRAINAGE FACILITIES. It is expressly understood that since time is of the
2 essence in this Agreement, failure of DEVELOPERS to perform the work within the agreed
3 upon time shall constitute authority for DISTRICT to perform the remaining work and require
4 DEVELOPERS' surety to pay to CITY the penal sum of any and all bonds. In which case,
5 CITY shall subsequently reimburse DISTRICT for DISTRICT costs incurred.

6 4. DEVELOPERS shall not request DISTRICT to accept any portion or
7 portions of DISTRICT DRAINAGE FACILITIES or CITY to accept any portion or portions of
8 APPURTENANCES prior to the completion of PROJECT construction.

9 5. DISTRICT shall endeavor to issue DEVELOPERS a Notice to Proceed
10 within twenty (20) days of receipt of DEVELOPERS' complete written notice as set forth in
11 Section I.8.; however, DISTRICT'S construction inspection staff is limited and, therefore, the
12 issuance of a Notice to Proceed is subject to staff availability.

13
14 In the event DEVELOPERS wish to expedite issuance of a Notice to
15 Proceed, DEVELOPERS may elect to furnish an independent qualified construction inspector at
16 DEVELOPERS' sole cost and expense. DEVELOPERS shall furnish appropriate
17 documentation of the individual's credentials and experience to DISTRICT for review and, if
18 appropriate, approval. DISTRICT shall review the individual's qualifications and experience
19 and, upon approval thereof, said individual, hereinafter called "DEPUTY INSPECTOR", shall
20 be authorized to act on DISTRICT'S behalf on all DISTRICT DRAINAGE FACILITIES
21 construction and quality control matters. If DEVELOPERS' initial construction inspection
22 deposit furnished pursuant to Section I.3. exceeds ten thousand dollars (\$10,000.00), DISTRICT
23 shall refund to DEVELOPERS up to eighty percent (80%) of DEVELOPERS' initial inspection
24 deposit within forty-five (45) days of DISTRICT'S approval of DEPUTY INSPECTOR;
25 however, a minimum balance of ten thousand dollars (\$10,000.00) shall be retained on account.
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1 6. DISTRICT DRAINAGE FACILITIES construction work shall be on a five
2 (5) day, forty (40) hour work week with no work on Saturdays, Sundays or DISTRICT
3 designated legal holidays, unless otherwise approved in writing by DISTRICT. If
4 DEVELOPERS feel it necessary to work more than the normal forty (40) hour work week or on
5 holidays, DEVELOPERS shall make a written request for permission from DISTRICT to work
6 the additional hours. The request shall be submitted to DISTRICT at least seventy-two (72)
7 hours prior to the requested additional work hours and state the reasons for the overtime and the
8 specific time frames required. The decision of granting permission for overtime work shall be
9 made by DISTRICT at its sole discretion and shall be final. If permission is granted by
10 DISTRICT, DEVELOPERS will be charged the cost incurred at the overtime rates for
11 additional inspection time required in connection with the overtime work in accordance with
12 Ordinance Nos. 671 and 749, including any amendments thereto, of the County of Riverside.

14 7. DEVELOPERS shall indemnify and hold harmless DISTRICT and CITY
15 (including their agencies, districts, special districts and departments, their respective directors,
16 officers, Board of Supervisors, elected and appointed officials, employees, agents and
17 representatives) from any liability, claim, damage, proceeding or action, present or future, based
18 upon, arising out of or in any way relating to DEVELOPERS' (including its officers, employees,
19 subcontractors and agents) actual or alleged acts or omissions related to this Agreement,
20 performance under this Agreement, or failure to comply with the requirements of this
21 Agreement, including but not limited to: (a) property damage; (b) bodily injury or death; (c)
22 liability or damage pursuant to Article I, Section 19 of the California Constitution, the Fifth
23 Amendment of the United States Constitution or any other law, ordinance or regulation caused
24 by the diversion of waters from the natural drainage patterns or the discharge of drainage within
25 or from PROJECT; or (d) any other element of any kind or nature whatsoever.

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DEVELOPER shall defend, at its sole expense, including all costs and fees (including but not limited to attorney fees, cost of investigation, defense and settlements or awards), DISTRICT and CITY (including their agencies, districts, special districts and departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives) in any claim, proceeding or action for which indemnification is required.

With respect to any of DEVELOPERS' indemnification requirements, DEVELOPERS shall, at its sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle or compromise any such claim, proceeding or action without the prior consent of DISTRICT and CITY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes DEVELOPERS' indemnification obligations to DISTRICT or CITY.

DEVELOPERS' indemnification obligations shall be satisfied when DEVELOPERS have provided to DISTRICT and CITY the appropriate form of dismissal (or similar document) relieving DISTRICT or CITY from any liability for the claim, proceeding or action involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe DEVELOPERS' obligations to indemnify and hold harmless DISTRICT and CITY from third party claims.

In the event there is conflict between this section and California Civil Code Section 2782, this section shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the DEVELOPERS from indemnifying DISTRICT or CITY to the fullest extent allowed by law.

8. Any waiver by DISTRICT or by CITY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other

Attachment: Original Cooperative Agreement (4177 : PEN18-0254 — APPROVAL OF AMENDMENT NO. 2 TO THE COOPERATIVE AGREEMENT)

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breach of the same or of any other term hereof. Failure on the part of DISTRICT or CITY to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or estopping DISTRICT or CITY from enforcement hereof.

9. DISTRICT and CITY each pledge to cooperate in regard to the operation and maintenance of their respective facilities as set forth herein and to discharge their respective maintenance responsibilities in an expeditious fashion so as to avoid the creation of any nuisance condition or undue maintenance impact upon the others' facilities.

10. This Agreement is to be construed in accordance with the laws of the State of California.

11. Any and all notices sent or required to be sent to the parties of this Agreement will be mailed by first class mail, postage prepaid, to the following addresses:

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
1995 Market Street
Riverside, CA 92501
Attn: Administrative Services

CITY OF MORENO VALLEY
Post Office Box 88005
Moreno Valley, CA 92552-0805
Attn: Public Works Director

HF LOGISTICS-SKX T1, LLC
14225 CORPORATE WAY
MORENO VALLEY CA 92553
Attn: Brian Hixson

HF LOGISTICS-SKX T2, LLC
14225 CORPORATE WAY
MORENO VALLEY CA 92553
Attn: Brian Hixson

12. Any action at law or in equity brought by any of the parties hereto for the purpose of enforcing a right or rights provided for by the Agreement, shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.

Attachment: Original Cooperative Agreement (4177 : PEN18-0254 — APPROVAL OF AMENDMENT NO. 2 TO THE COOPERATIVE AGREEMENT)

1 13. This Agreement is the result of negotiations between the parties hereto, and
2 the advice and assistance of their respective counsel. The fact that this Agreement was prepared
3 as a matter of convenience by DISTRICT shall have no import or significance. Any uncertainty
4 or ambiguity in this Agreement shall not be construed against DISTRICT because DISTRICT
5 prepared this Agreement in its final form.

6 14. The rights and obligations of DEVELOPERS shall inure to and be binding
7 upon all heirs, successors and assignees.

8 15. DEVELOPERS shall not assign or otherwise transfer any of its rights,
9 duties or obligations hereunder to any person or entity without the written consent of the other
10 parties hereto being first obtained. In the event of any such transfer or assignment,
11 DEVELOPERS expressly understand and agree that they shall remain liable with respect to any
12 and all of the obligations and duties contained in this Agreement.

13 16. The individual(s) executing this Agreement on behalf of DEVELOPERS
14 hereby certify they have the authority within their respective company(ies) to enter into and
15 execute this Agreement, and have been authorized to do so by any and all boards of directors,
16 legal counsel, and or any other board, committee or other entity within their respective
17 company(ies) which have the authority to authorize or deny entering this Agreement.

18 17. This Agreement is intended by the parties hereto as a final expression of
19 their understanding with respect to the subject matter hereof and as a complete and exclusive
20 statement of the terms and conditions thereof and supersedes any and all prior and
21 contemporaneous agreements and understandings, oral or written, in connection therewith. This
22 Agreement may be changed or modified only upon the written consent of the parties hereto.

23 //

24 //

25

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on
OCT 05 2010

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

By Warren D. Williams
WARREN D. WILLIAMS
General Manager-Chief Engineer

By Marion Ashley
MARION ASHLEY, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

PAMELA J. WALLS
County Counsel
By Neal Kipnis
NEAL KIPNIS
Deputy County Counsel

KECIA HARPER-IHEM
Clerk of the Board
By Kecia Harper-Ihem
Deputy

(SEAL)



Cooperative Agreement: TR 35629
KEC:blj
5/20/10

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Attachment: Original Cooperative Agreement (4177 : PEN18-0254 — APPROVAL OF AMENDMENT NO. 2 TO THE COOPERATIVE AGREEMENT)

RECOMMENDED FOR APPROVAL:

CITY OF MORENO VALLEY

1
2 By *[Signature]*
Public Works Director/City Engineer
3 *MS*

By *[Signature]*
Mayor

APPROVED AS TO FORM:

ATTEST:

7
8 By *[Signature]*
City Attorney

City Clerk
By *[Signature]*
(SEAL)




23 Cooperative Agreement: PM 35629
24 Moreno MDP Line F, Stage 3, Moreno MDP Line D, Moreno MDP Line D-5
25 Moreno MDP Line D-6, and Moreno – Line F Sinclair Street Storm Drain
26 Project Nos. 4-0-00752-03, 4-0-00749, 4-0-00741, 4-0-00742, 4-0-00743
27 KEC:blj
28 5/20/10


Attachment: Original Cooperative Agreement (4177 : PEN18-0254 — APPROVAL OF AMENDMENT NO. 2 TO THE COOPERATIVE AGREEMENT)

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HIGHLAND FAIRVIEW PARTNERS I
a California general partnership

By 
IDDO BENZEEVI, President


HIGHLAND FAIRVIEW PARTNERS II
a California general partnership

By 
IDDO BENZEEVI, President

HIGHLAND FAIRVIEW PARTNERS III
a California general partnership

By 
IDDO BENZEEVI, President

HIGHLAND FAIRVIEW PARTNERS IV
a California general partnership

By 
IDDO BENZEEVI, President

(ATTACH NOTARY WITH
CAPACITY STATEMENT)

Cooperative Agreement: PM 35629
Moreno MDP Line F, Stage 3, Moreno MDP Line D, Moreno MDP Line D-5
Moreno MDP Line D-6, and Moreno – Line F Sinclair Street Storm Drain
Project Nos. 4-0-00752-03, 4-0-00749, 4-0-00741, 4-0-00742, 4-0-00743
KEC:blj
5/20/10

Attachment: Original Cooperative Agreement (4177 : PEN18-0254 — APPROVAL OF AMENDMENT NO. 2 TO THE COOPERATIVE AGREEMENT)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

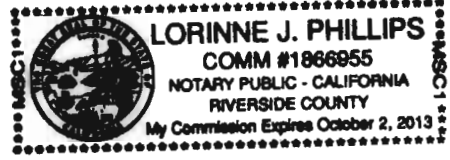
State of California

County of Riverside

On 6-1-10 before me, Lorinne J. Phillips, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Iddo Benzeveri
Name(s) of Signer(s)

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: Lorinne J. Phillips
Signature of Notary Public

Place Notary Seal and/or Stamp Above

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: COOPERATIVE AGREEMENT

Document Date: 6-1-10 Number of Pages: 23 + EXH. A(11) + EXH. B(8)

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: IDDO BENZEVERI

Signer's Name: _____

Corporate Officer — Title(s): PRES. & CEO

Corporate Officer — Title(s): _____

- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer Is Representing: _____

Attachment: Original Cooperative Agreement (4177 : PEN18-0254 — APPROVAL OF AMENDMENT NO. 2 TO THE COOPERATIVE AGREEMENT)

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HF LOGISTICS-SKX T1, LLC
a Delaware limited liability company

By: HF LOGISTICS-SKX, LLC
a Delaware limited liability company,
its Sole Member

By: HF Logistics I, LLC
a Delaware limited liability company,
its Managing Member

By: 
IDDO BENZEEVI, President and Chief
Executive Officer

HF LOGISTICS-SKX T2, LLC
a Delaware limited liability company

By: HF LOGISTICS-SKX, LLC,
a Delaware limited liability company,
its Sole Member

By: HF Logistics I, LLC
a Delaware limited liability company,
its Managing Member

By: 
IDDO BENZEEVI, President and Chief
Executive Officer

(ATTACH NOTARY WITH
CAPACITY STATEMENT)

Cooperative Agreement: PM 35629
Moreno MDP Line F, Stage 3, Moreno MDP Line D, Moreno MDP Line D-5
Moreno MDP Line D-6, and Moreno – Line F Sinclair Street Storm Drain
Project Nos. 4-0-00752-03, 4-0-00749, 4-0-00741, 4-0-00742, 4-0-00743
KEC:blj
5/20/10

Attachment: Original Cooperative Agreement (4177 : PEN18-0254 — APPROVAL OF AMENDMENT NO. 2 TO THE COOPERATIVE AGREEMENT)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

On 6.1.10 before me, Lorinne J. Phillips, Notary Public

personally appeared Iddo Benzeevi

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: Lorinne J. Phillips
Signature of Notary Public

Place Notary Seal and/or Stamp Above

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: COOPERATIVE AGREEMENT

Document Date: 6.1.10 Number of Pages: 23 + EXH. A (11) EXH. B (8)

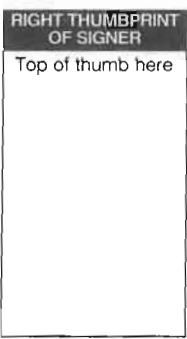
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: IDDO BENZEEVI Signer's Name: _____

Corporate Officer — Title(s): PRES. & CEO Corporate Officer — Title(s): _____

- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

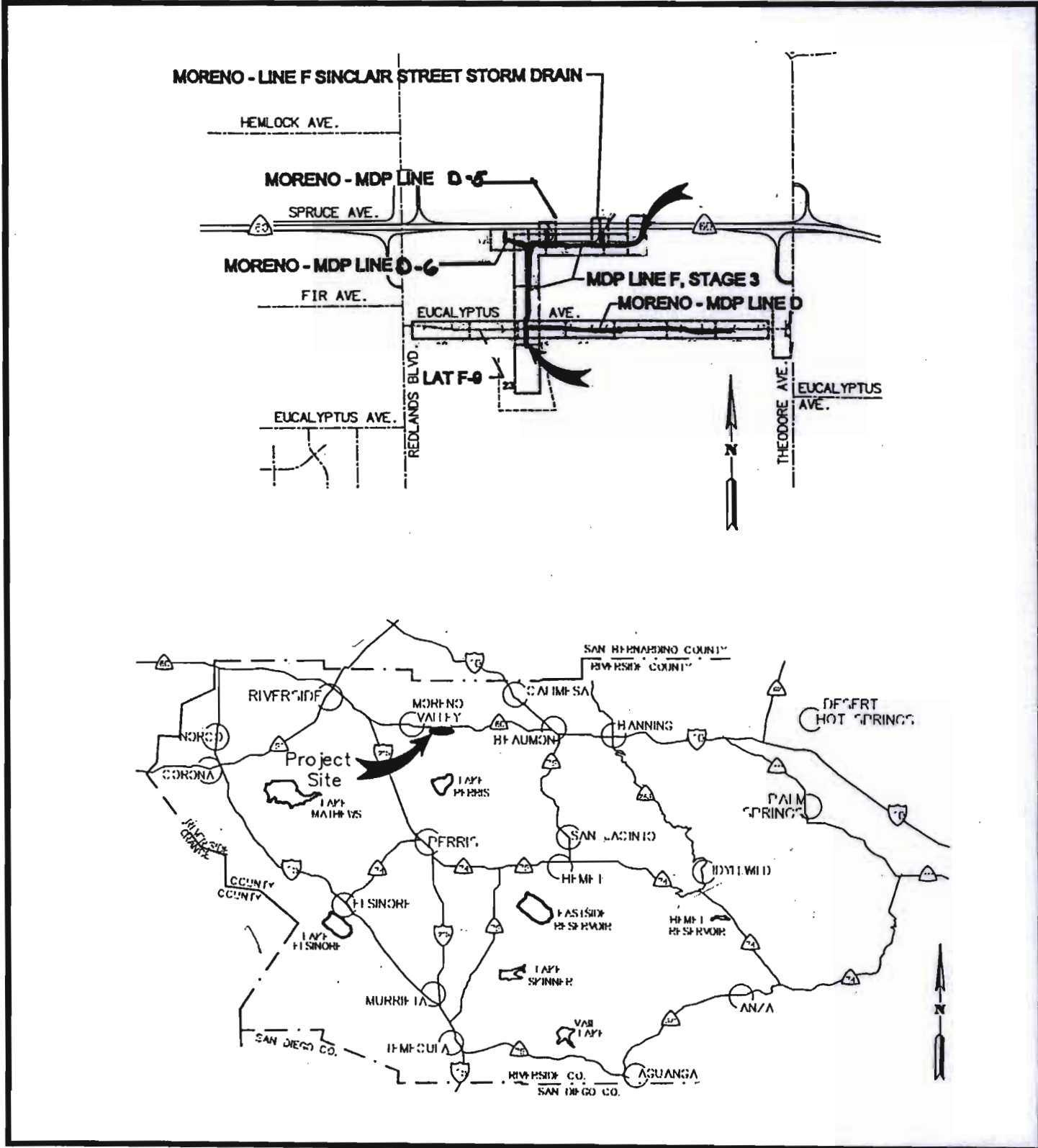
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- Partner — Limited General
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- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Attachment: Original Cooperative Agreement (4177 : PEN18-0254 — APPROVAL OF AMENDMENT NO. 2 TO THE COOPERATIVE AGREEMENT)

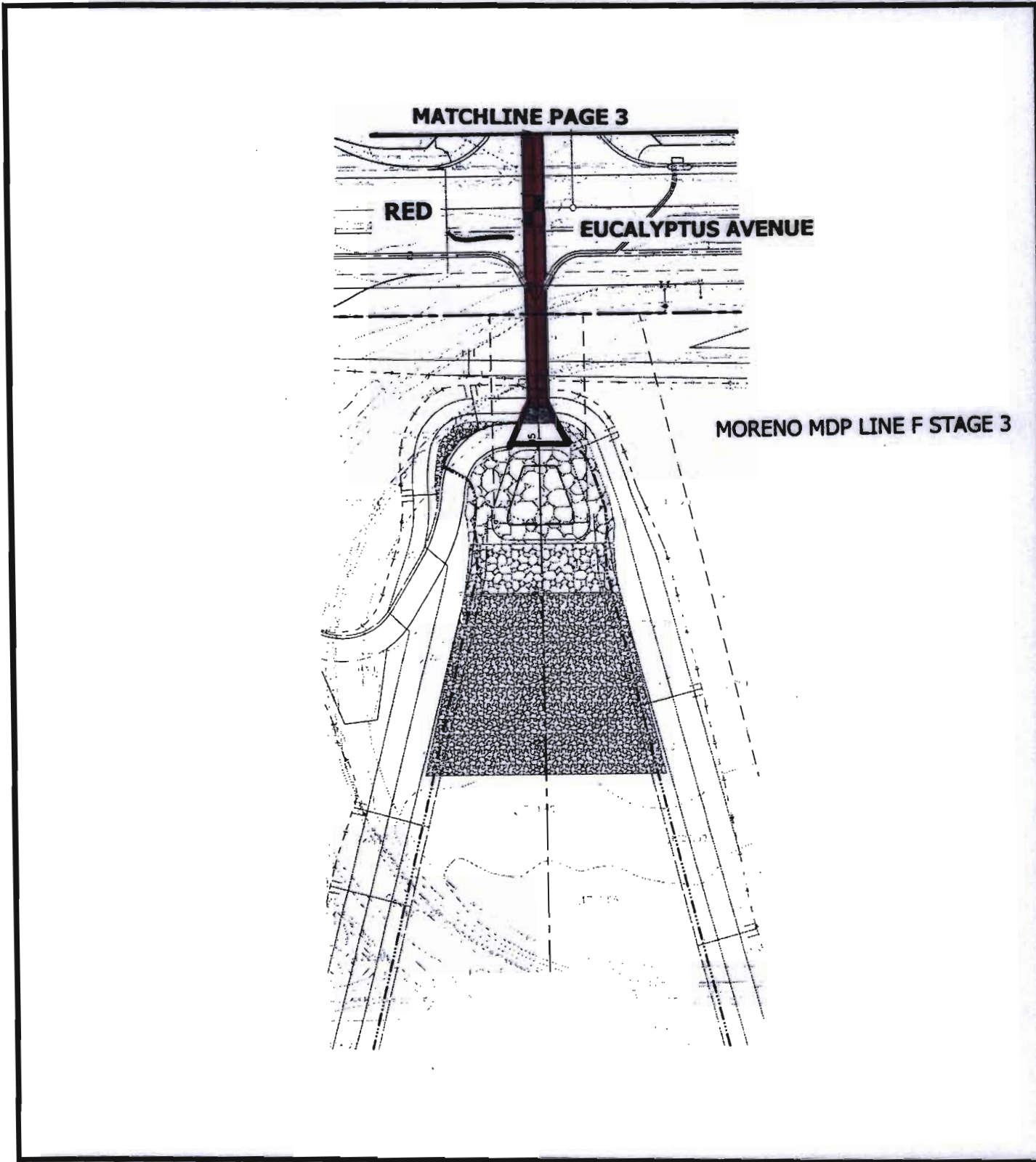
Exhibit A



Cooperative Agreement
 Parcel Map 35629
 Project Numbers: 4-0-00752-03, 4-0-00749,
 4-0-00741, 4-0-00742, 4-0-00743
 1 of 11

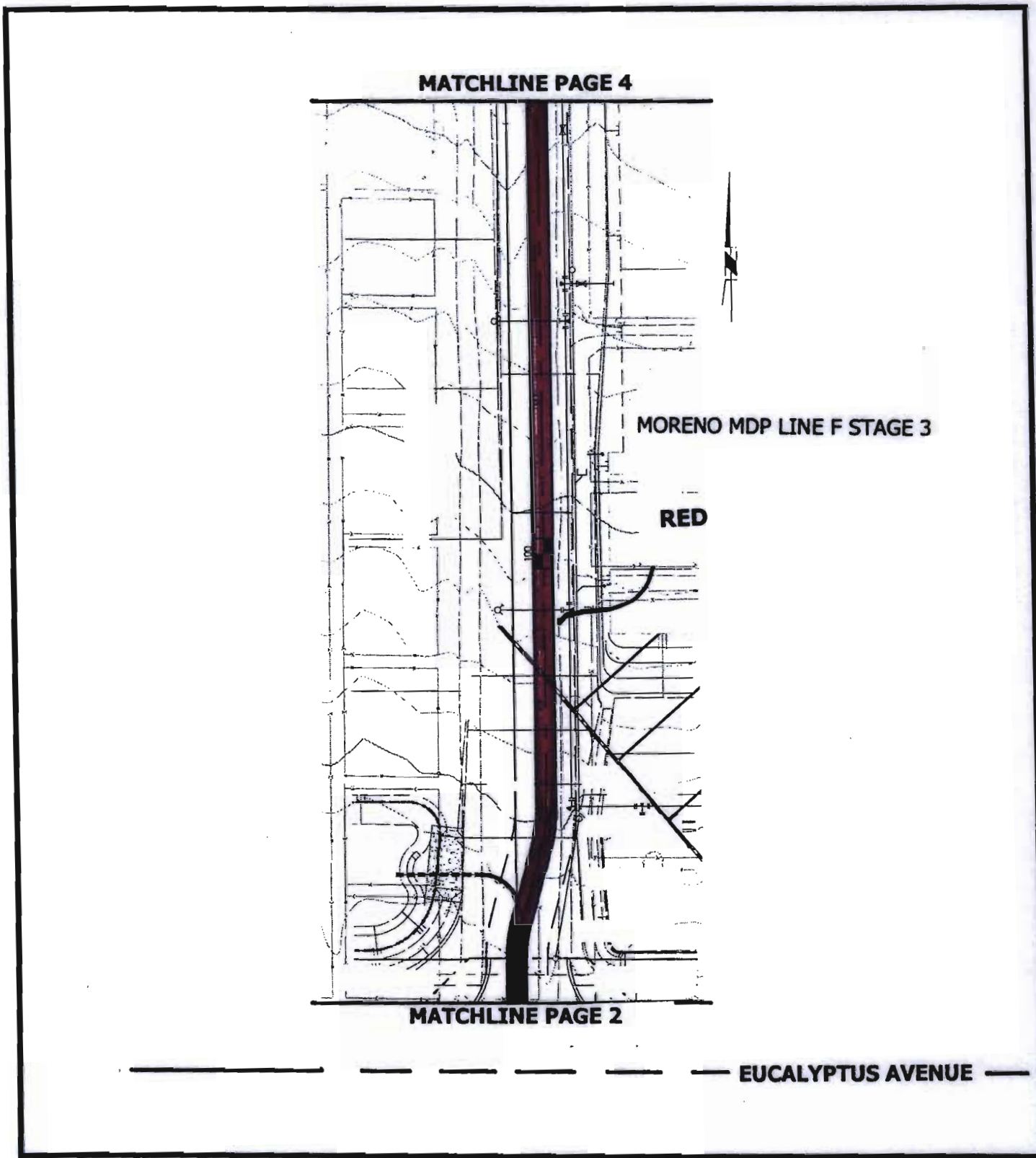
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Exhibit A



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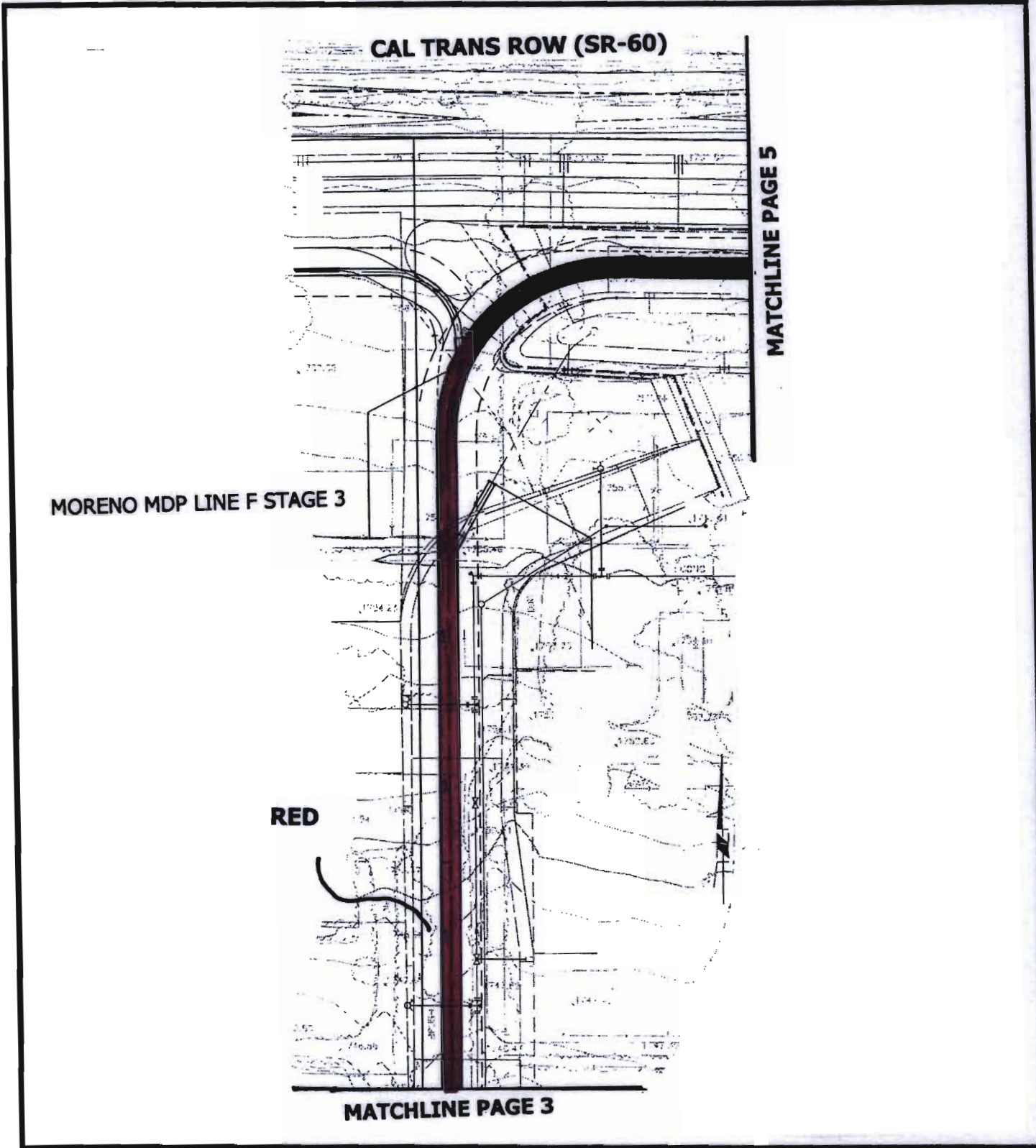
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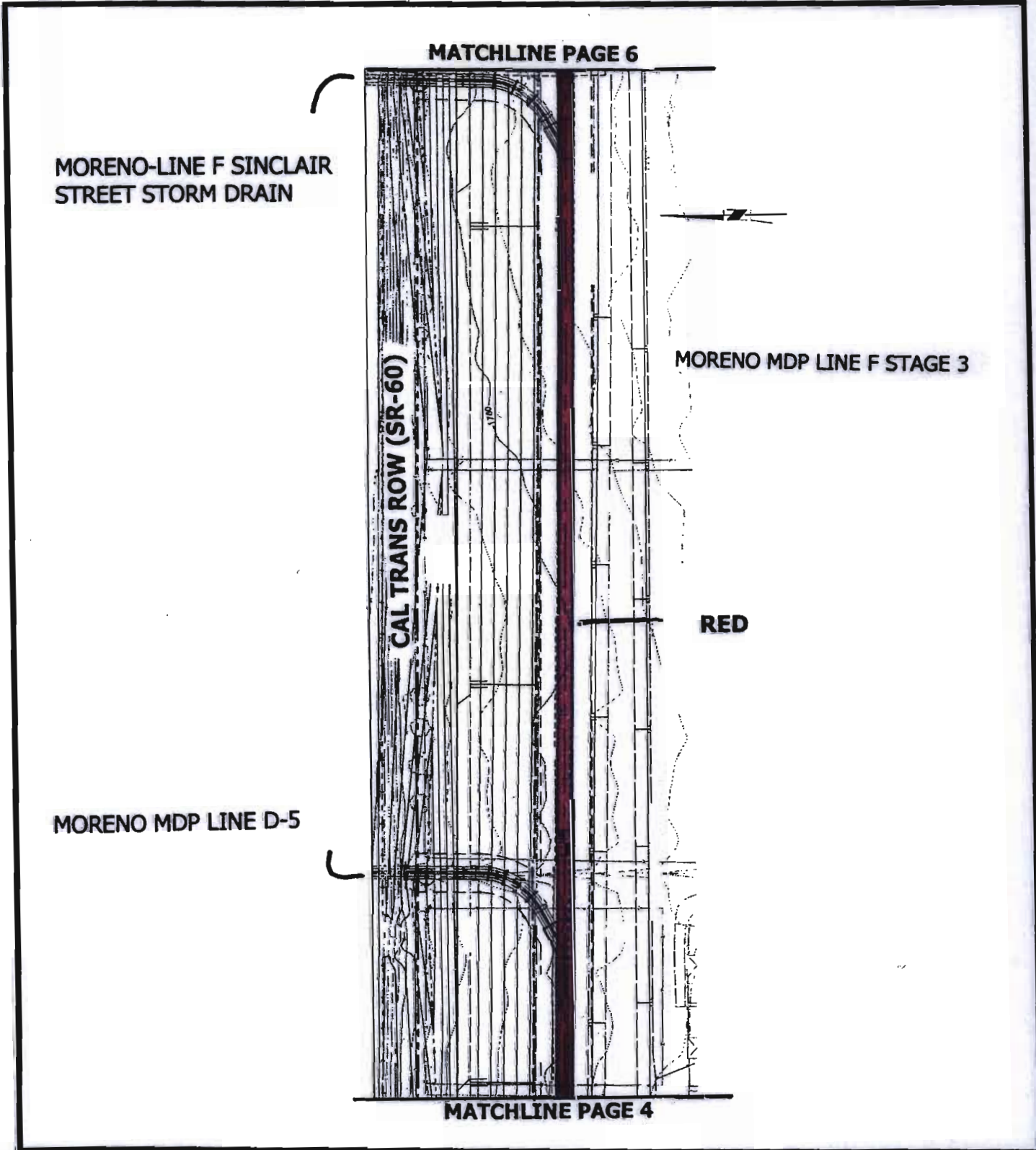
Cooperative Agreement
Parcel Map 35629
Project Numbers: 4-0-00752-03, 4-0-00749,
4-0-00741, 4-0-00742, 4-0-00743
3 of 11

Exhibit A



Attachment: Original Cooperative Agreement (4177 : PEN18-0254 — APPROVAL OF AMENDMENT NO. 2 TO THE COOPERATIVE AGREEMENT)

Exhibit A



MORENO-LINE F SINCLAIR STREET STORM DRAIN

MATCHLINE PAGE 6

CAL TRANS ROW (SR-60)

MORENO MDP LINE F STAGE 3

RED

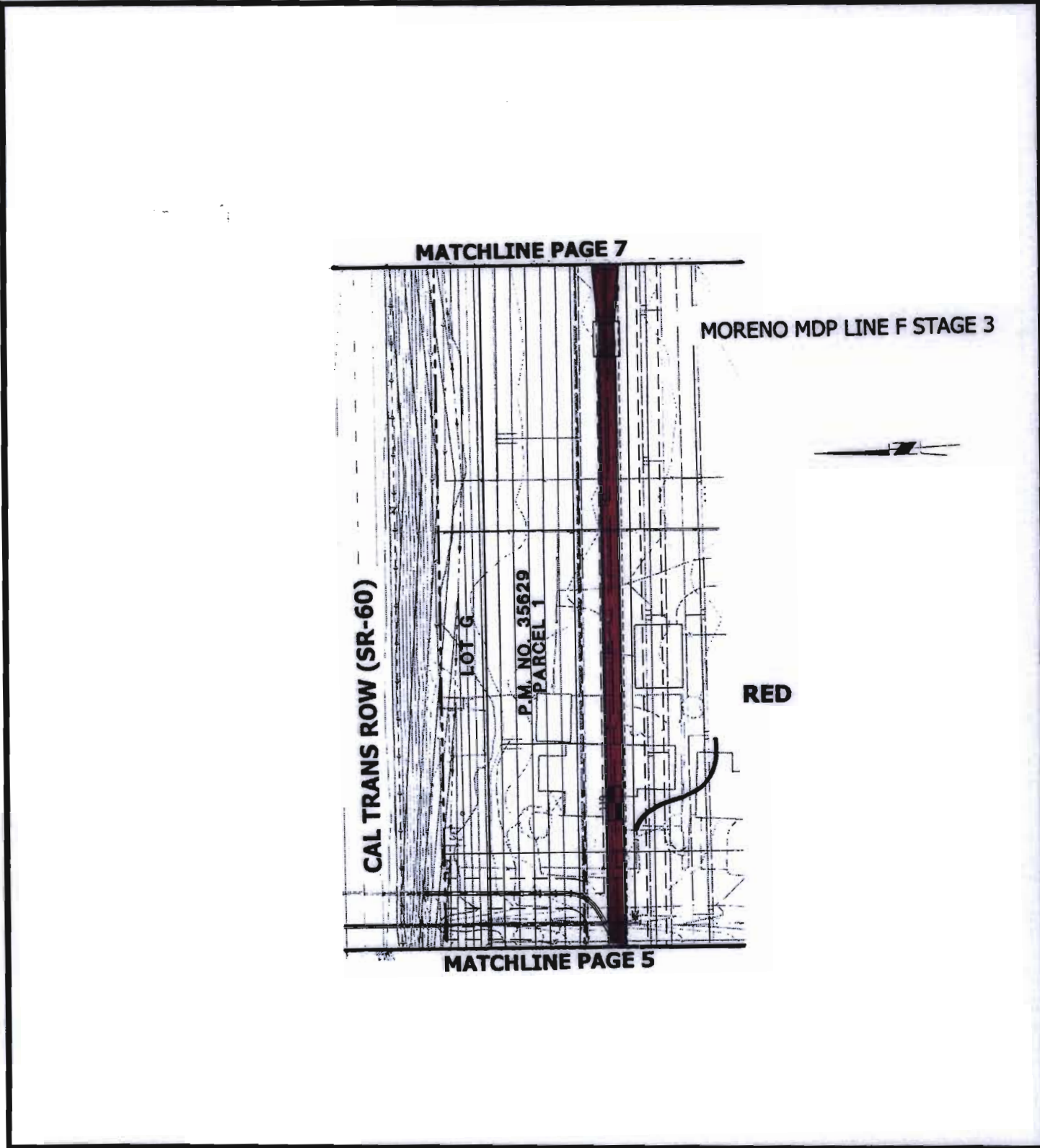
MORENO MDP LINE D-5

MATCHLINE PAGE 4

Cooperative Agreement
 Parcel Map 35629
 Project Numbers: 4-0-00752-03, 4-0-00749,
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 5 of 11

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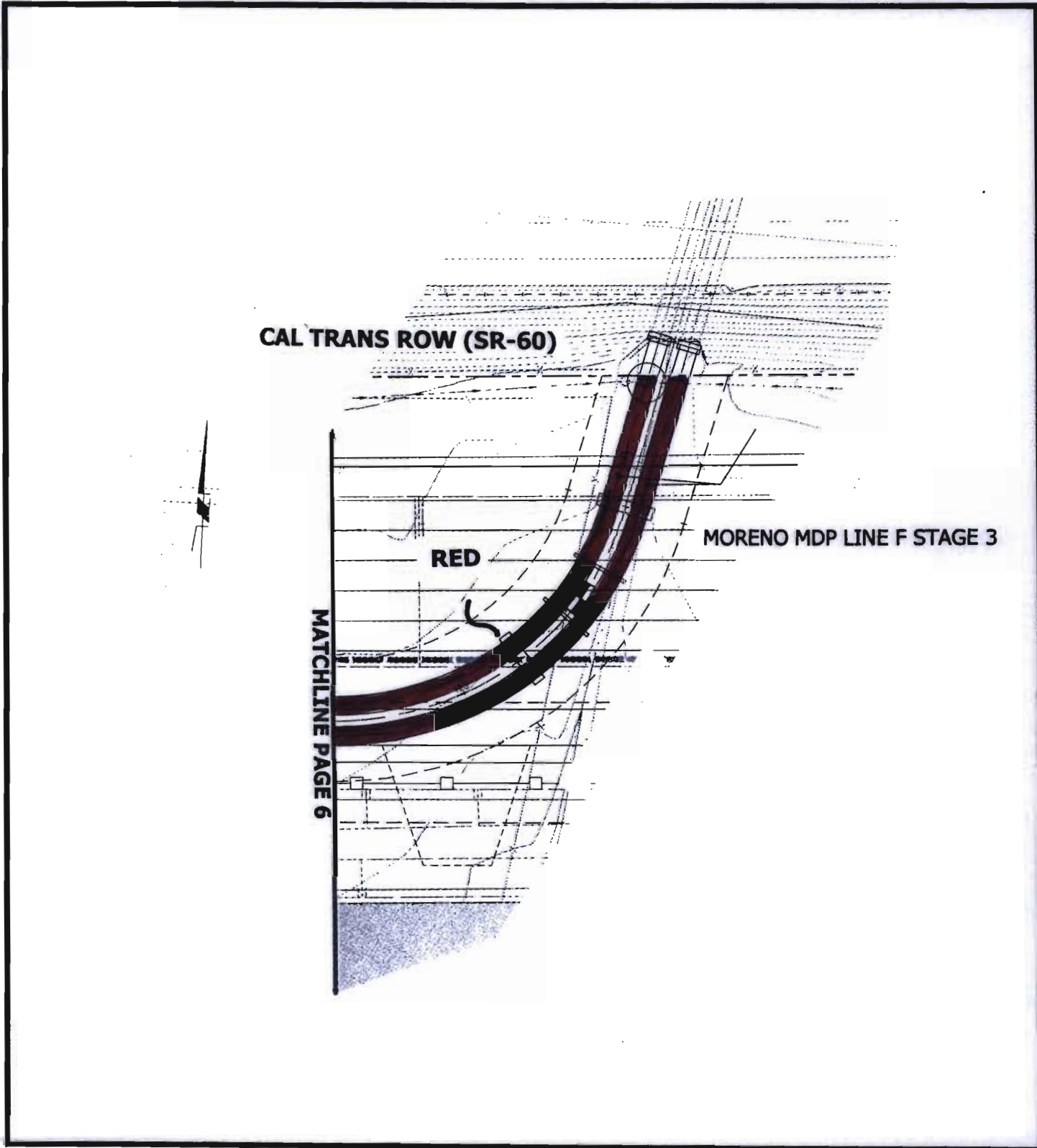
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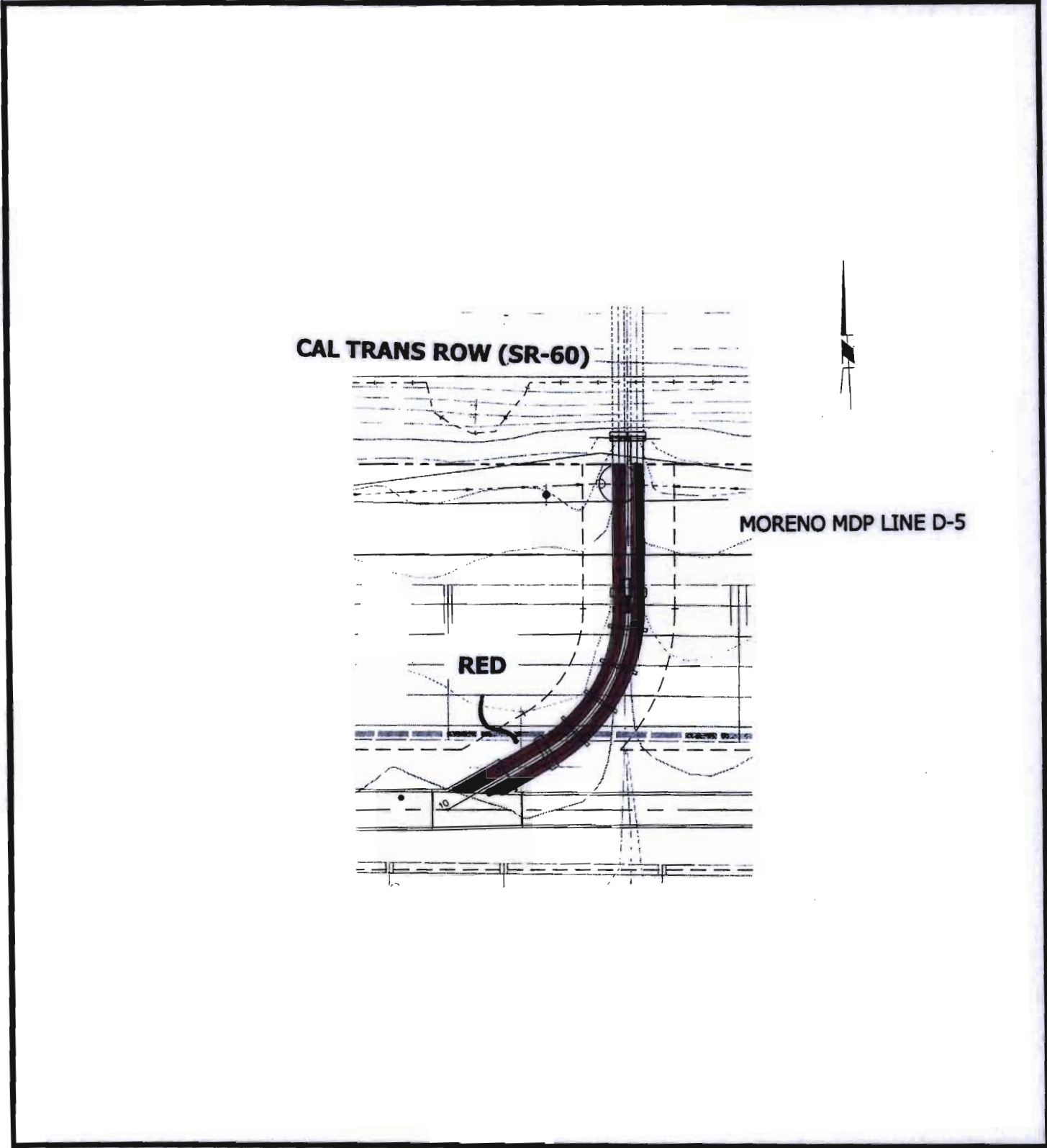
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 6 of 11

Exhibit A



Cooperative Agreement
Parcel Map 35629
Project Numbers: 4-0-00752-03, 4-0-00749,
4-0-00741, 4-0-00742, 4-0-00743
7 of 11

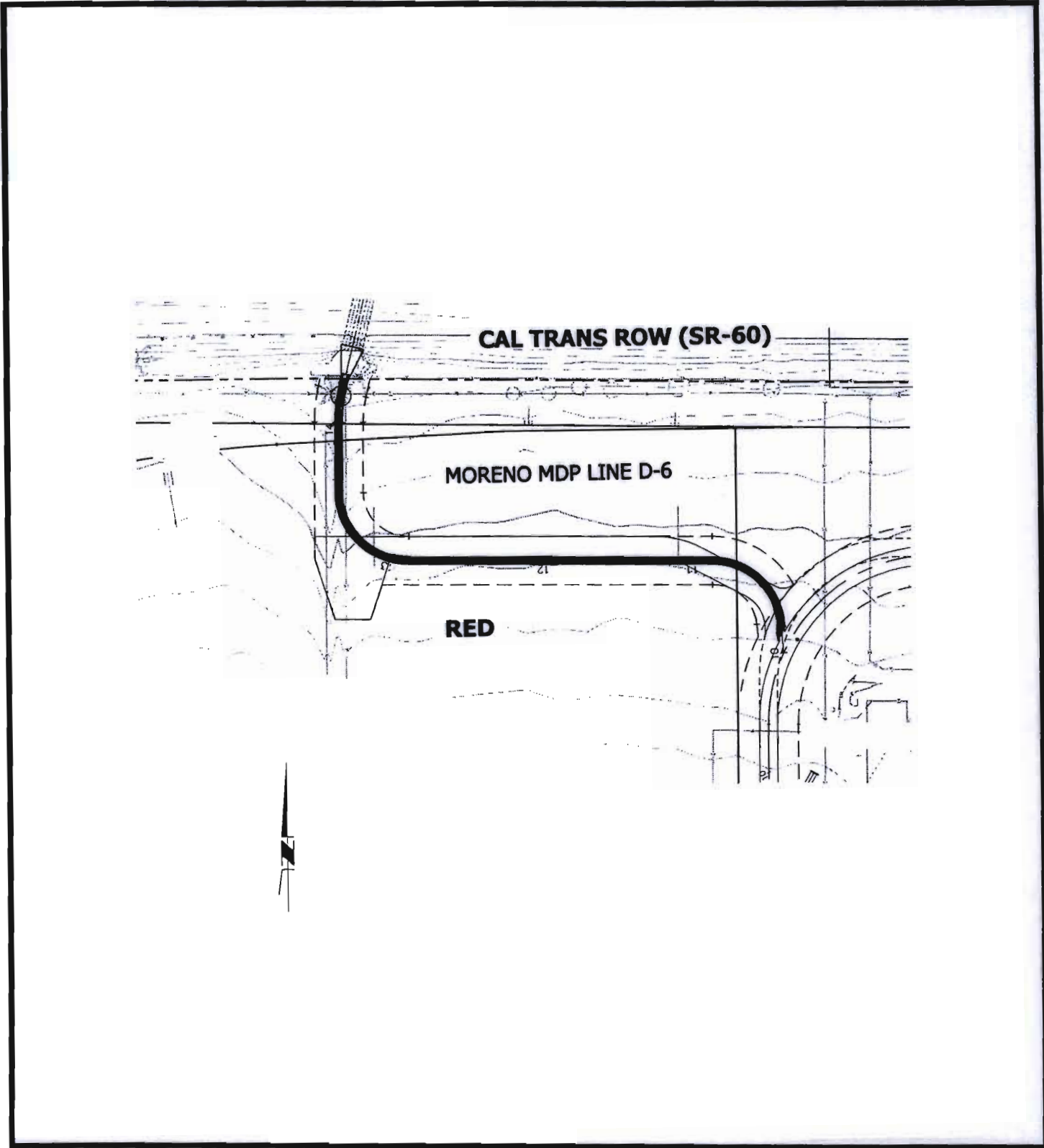
Exhibit A



Cooperative Agreement
Parcel Map 35629
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8 of 11

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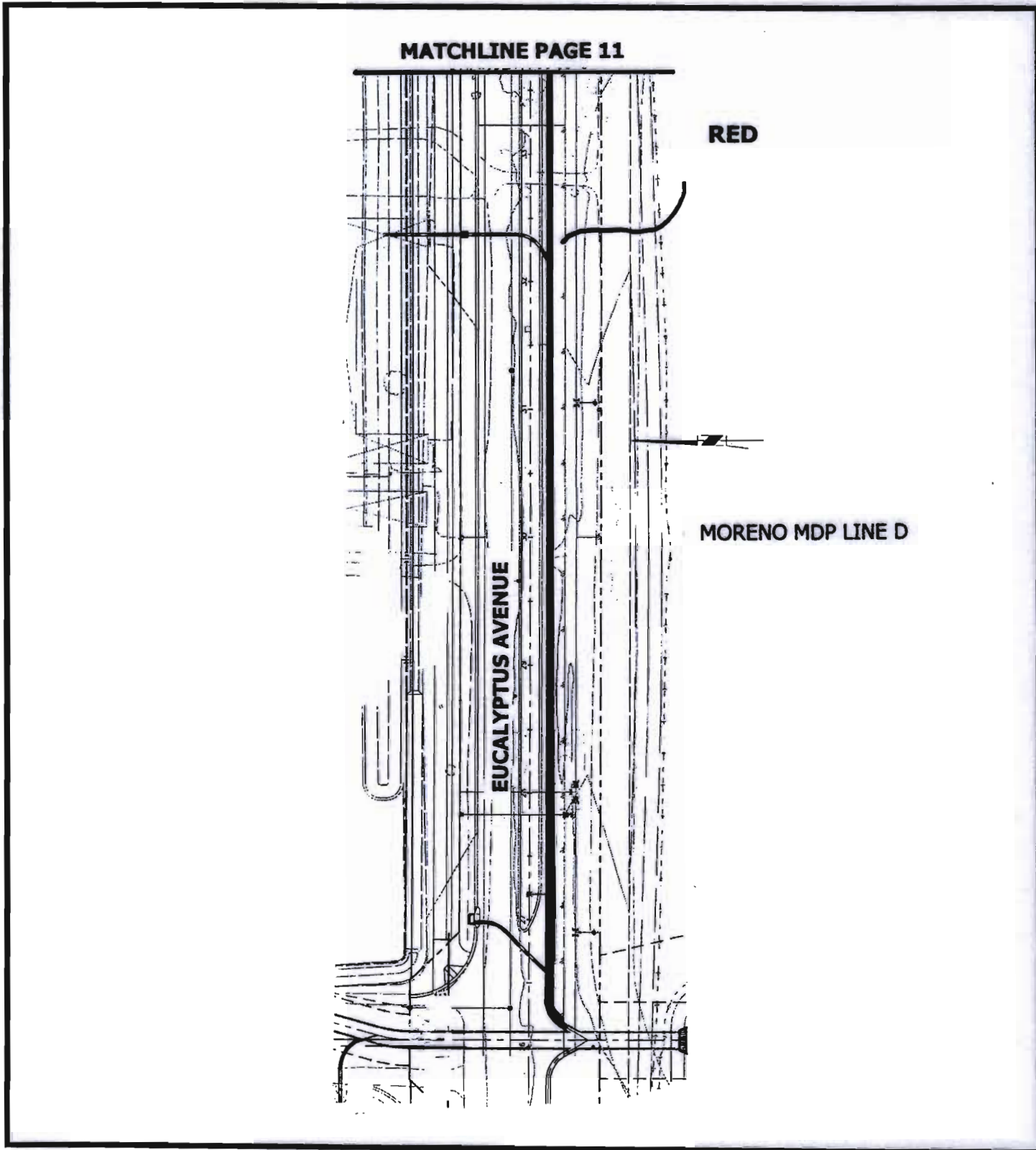
Exhibit A



Cooperative Agreement
Parcel Map 35629
Project Numbers: 4-0-00752-03, 4-0-00749,
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9 of 11

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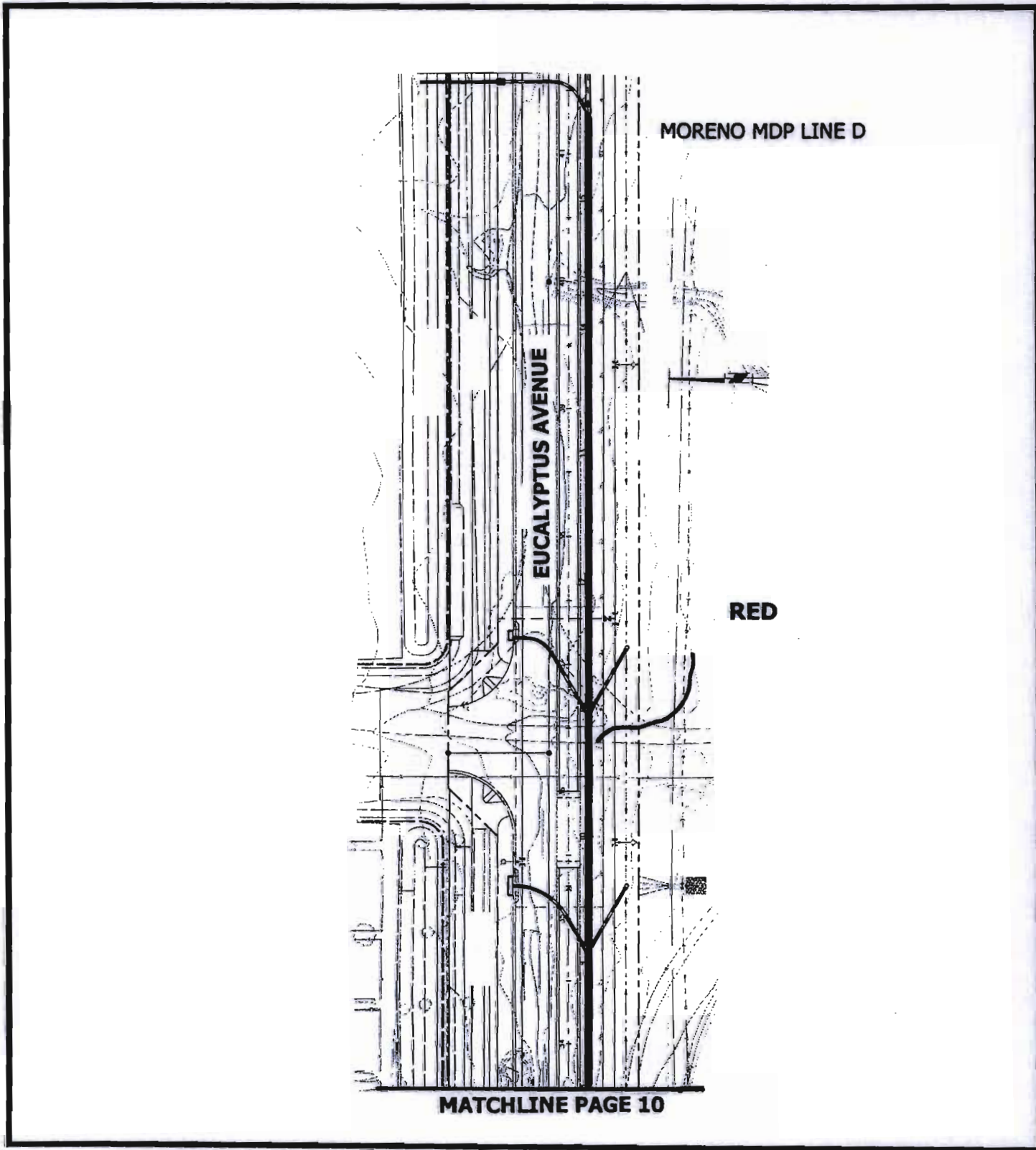
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Parcel Map 35629
Project Numbers: 4-0-00752-03, 4-0-00749,
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10 of 11

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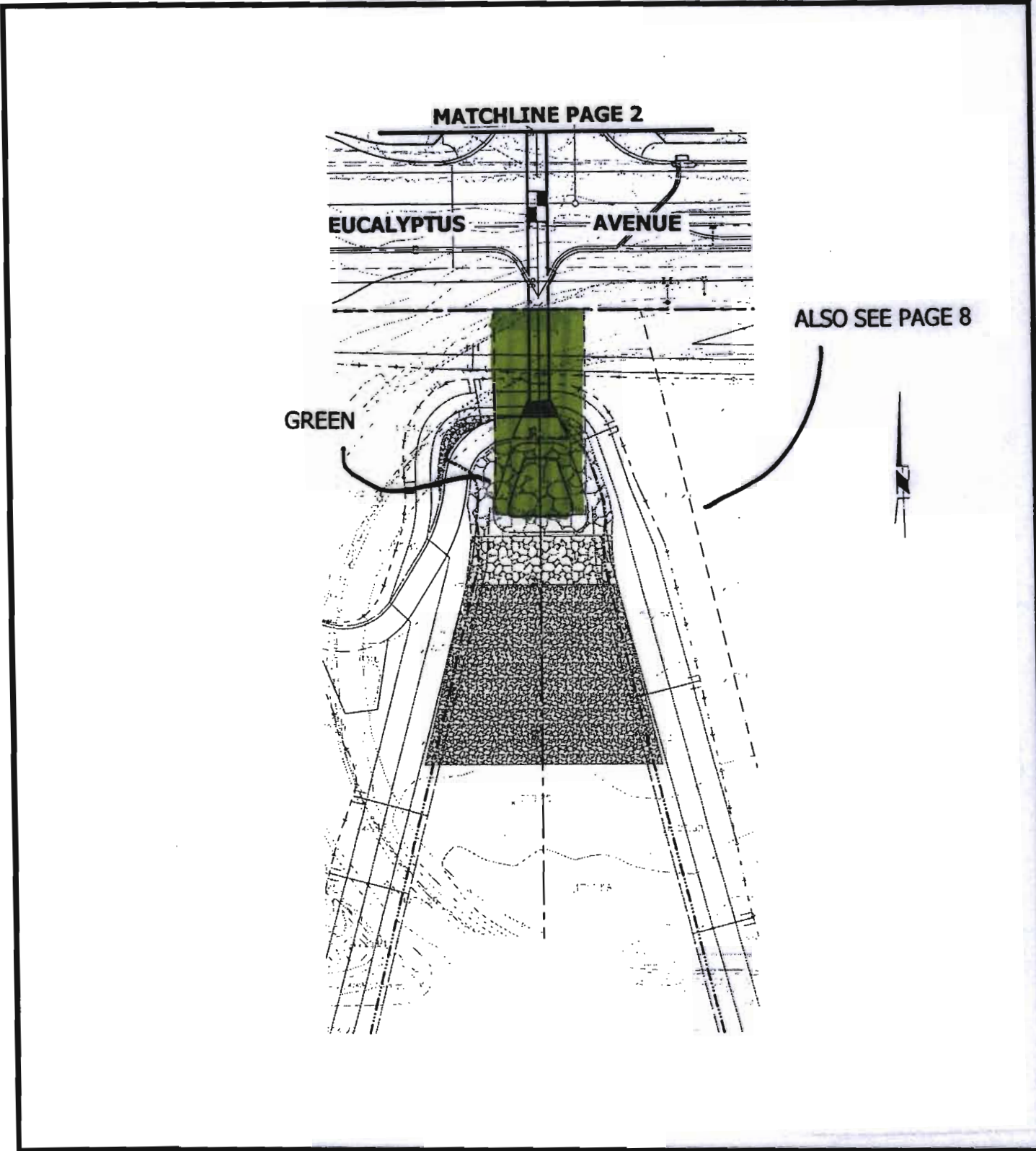
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Cooperative Agreement
Parcel Map 35629
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11 of 11

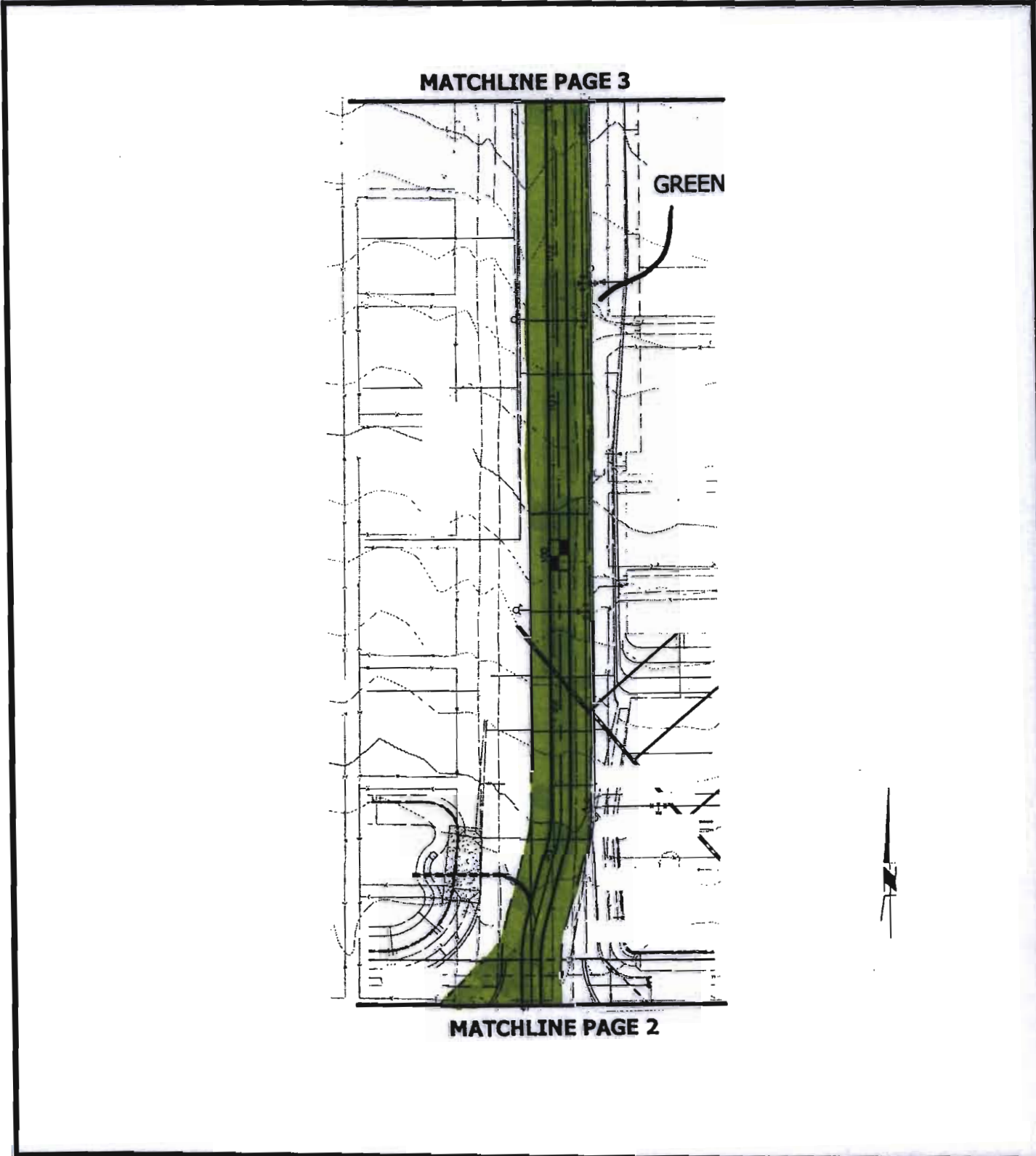
Attachment: Original Cooperative Agreement (4177 : PEN18-0254 — APPROVAL OF AMENDMENT NO. 2 TO THE COOPERATIVE AGREEMENT)

Exhibit B



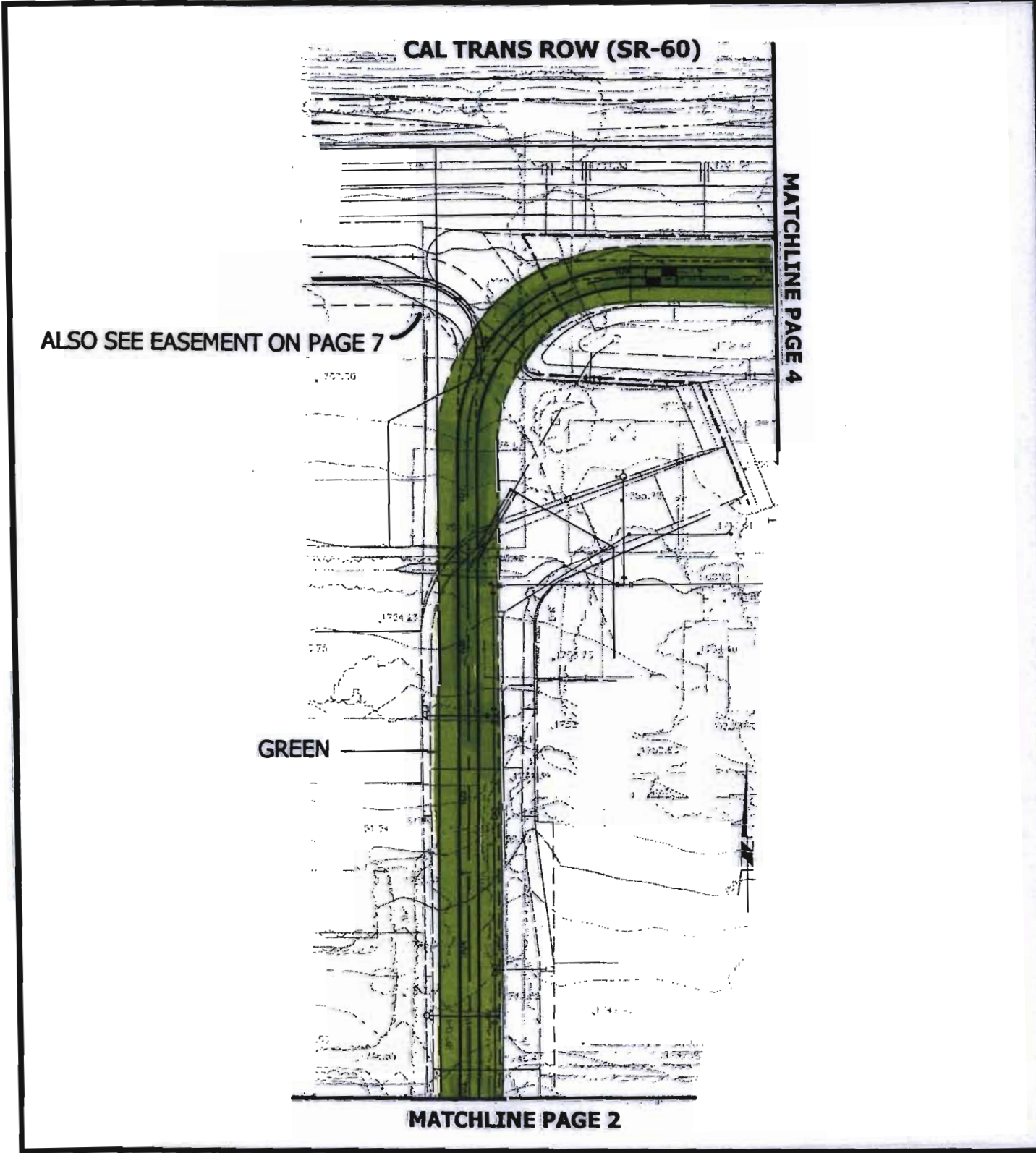
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Exhibit B



Cooperative Agreement
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Project Numbers: 4-0-00752-03, 4-0-00749,
4-0-00741, 4-0-00742, 4-0-00743
2 of 8

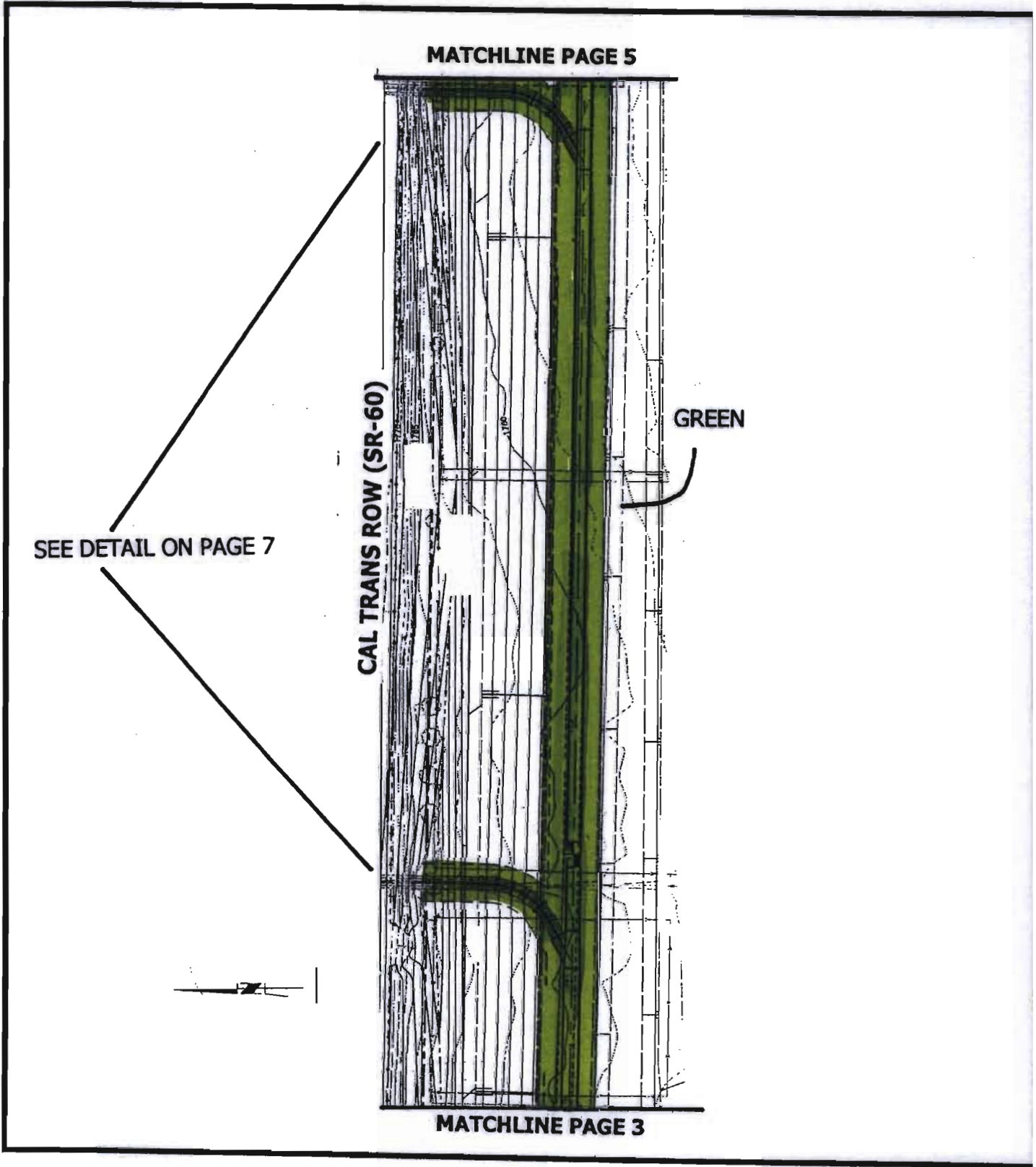
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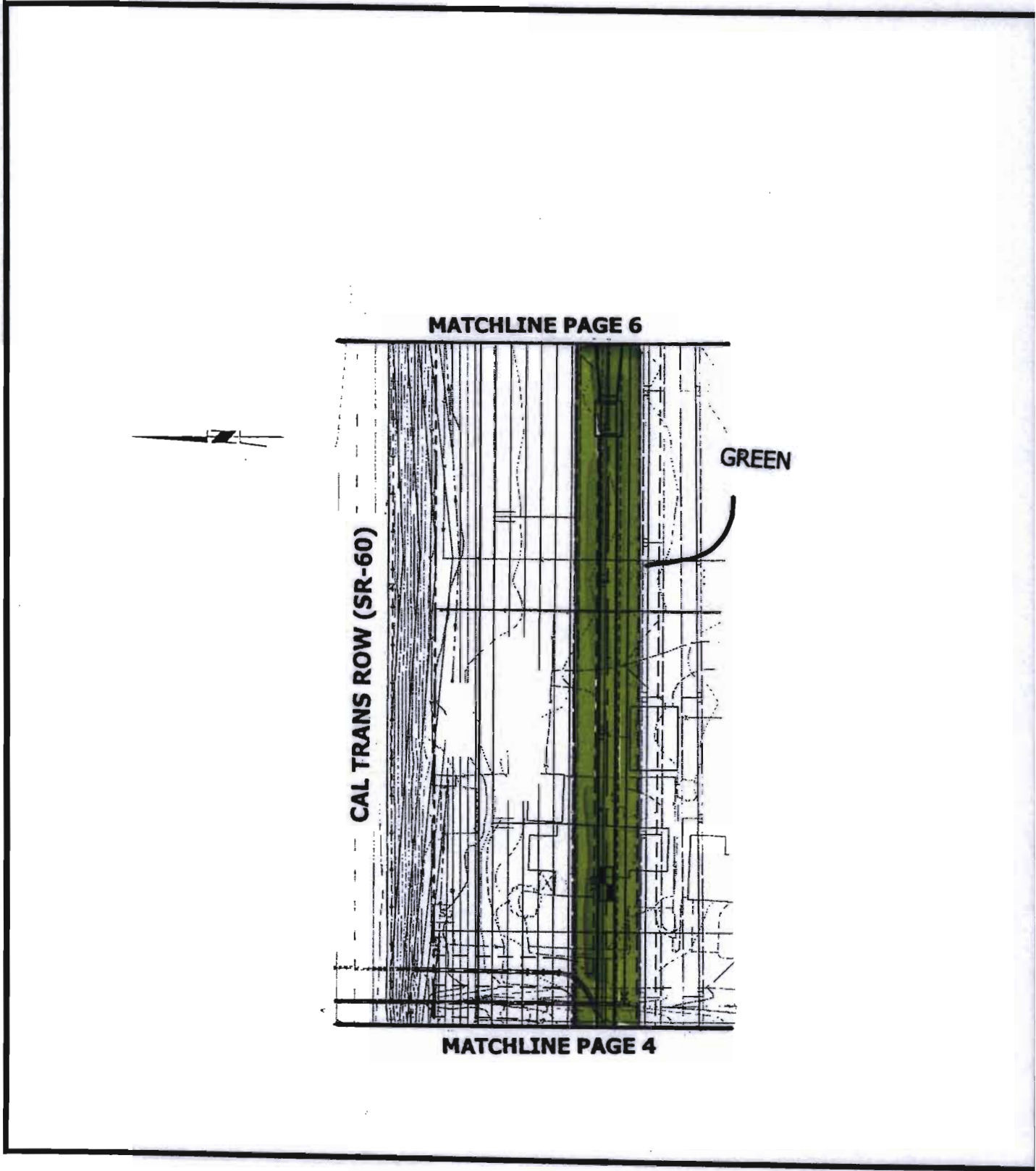
Exhibit B



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4-0-00741, 4-0-00742, 4-0-00743
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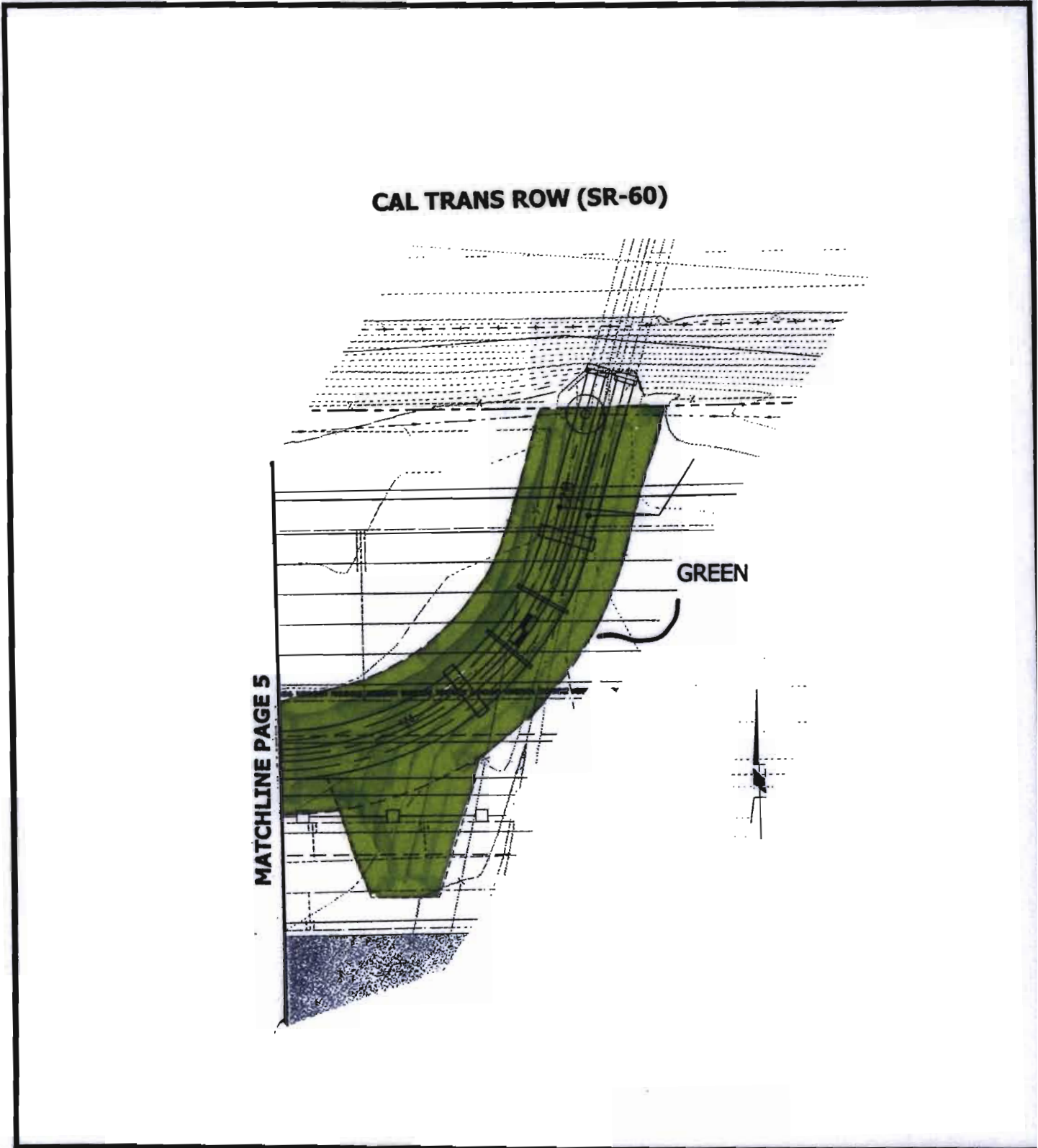
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Parcel Map 35629
Project Numbers: 4-0-00752-03, 4-0-00749,
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5 of 8

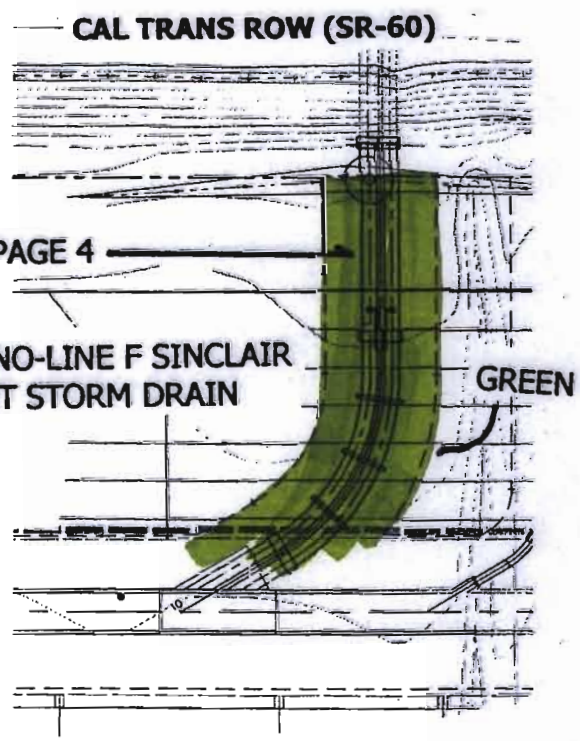
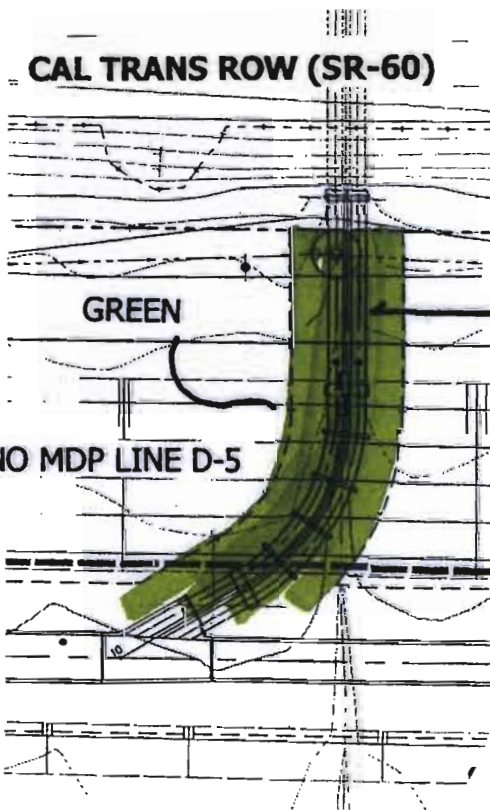
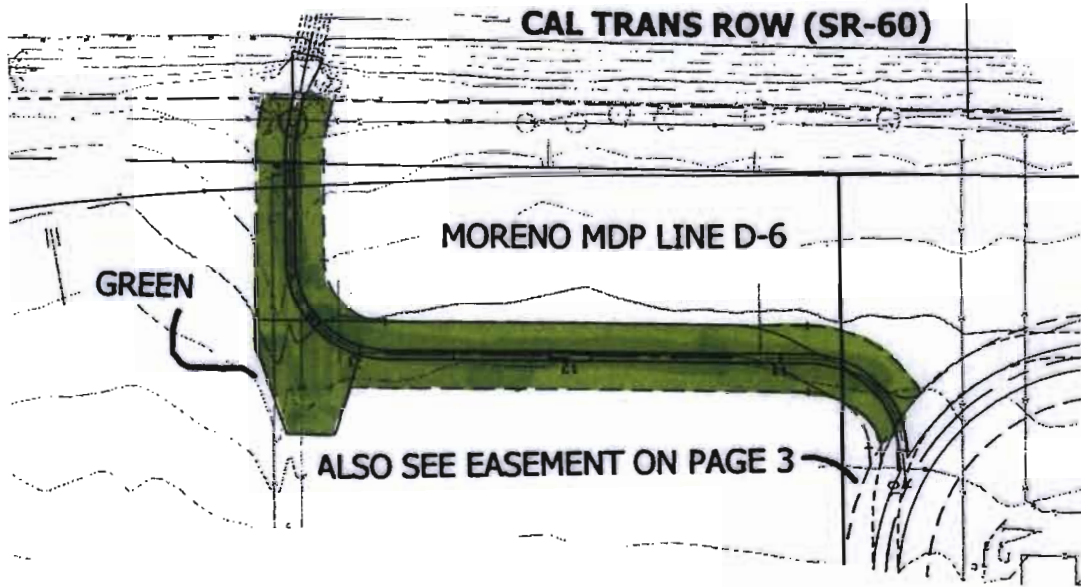
Exhibit B



Cooperative Agreement
Parcel Map 35629
Project Numbers: 4-0-00752-03, 4-0-00749,
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6 of 8

Attachment: Original Cooperative Agreement (4177 : PEN18-0254 — APPROVAL OF AMENDMENT NO. 2 TO THE COOPERATIVE AGREEMENT)

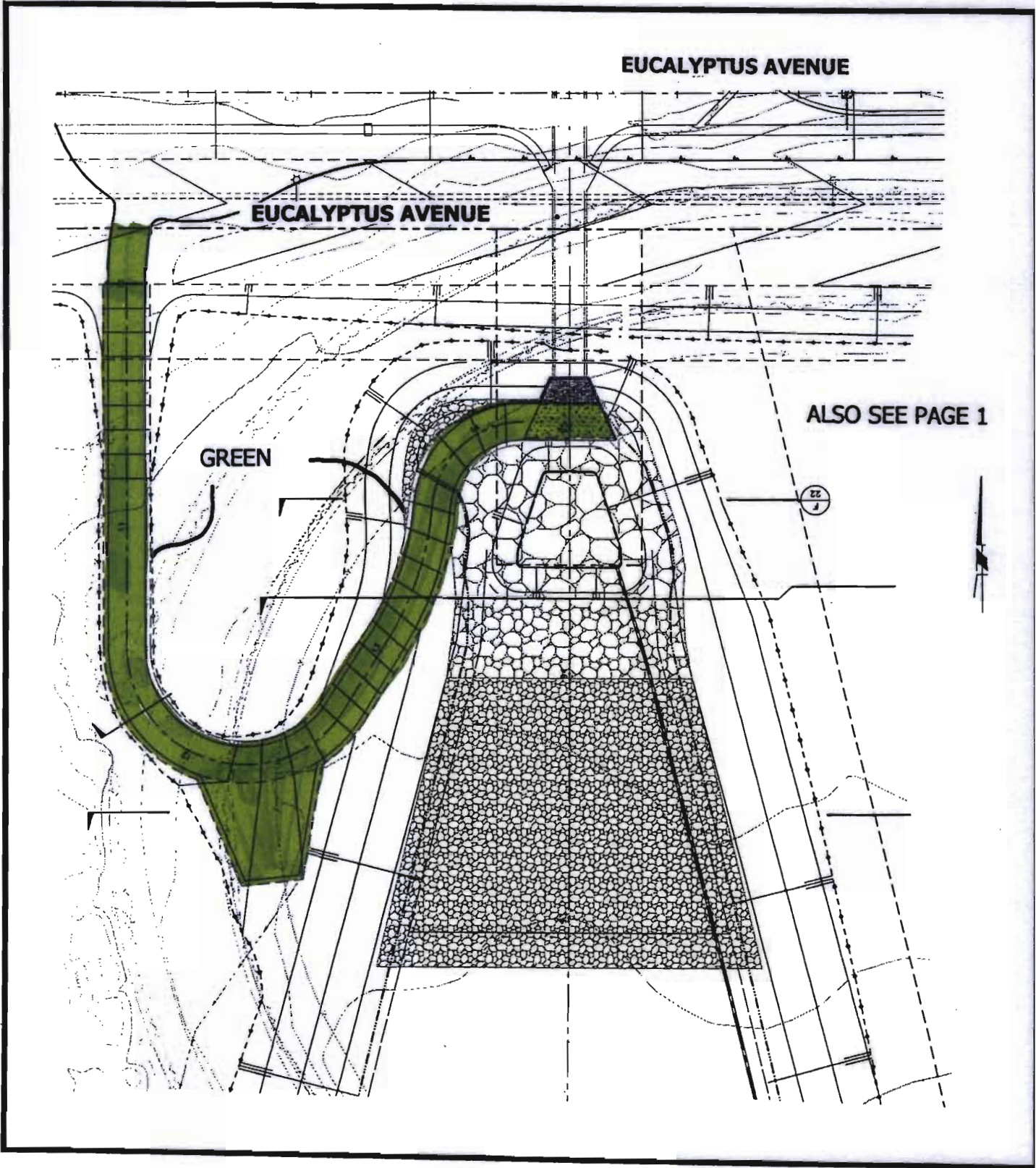
Exhibit B



Cooperative Agreement
 Parcel Map 35629
 Project Numbers: 4-0-00752-03, 4-0-00749,
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 7 of 8

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Cooperative Agreement
Parcel Map 35629
Project Numbers: 4-0-00752-03, 4-0-00749,
4-0-00741, 4-0-00742, 4-0-00743
8 of 8

PLEASE COMPLETE THIS INFORMATION

A.15.c

RECORDING REQUESTED BY:

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

FREE RECORDING

This instrument is for the benefit of the Riverside County Flood Control and Water Conservation District and should be recorded without a fee pursuant to Govt. Code 6103.

AND WHEN RECORDED MAIL TO:

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
1995 MARKET STREET
RIVERSIDE, CA 92501-1770

DOC # 2011-0117927
03/16/2011 10:05A Fee:NC
Page 1 of 10
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder



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M	A	L	465	426	PCOR	NCOR	SMF	NCHC	EXAM
Nelson						T:	CTY	UNI	513

COOPERATIVE AGREEMENT

Title of Document



PROJECT: Amendment No. 1 to
Cooperative Agreement
Moreno MDP Line F, Stage 3
Moreno MDP Line D
Moreno MDP Line D-5
Moreno MDP Line D-6
Moreno - Line F Sinclair Street SD
Parcel Map No. 35629

PROJECT NO: Project Nos. 4-0-00752-03, 4-0-00749, 4-0-00741,
4-0-00742, 4-0-00743

DEVELOPER: HF Logistics SKX T1, LLC, HF Logistics SKX T2,
LLC, Highland Partners I, Highland Partners II,
Highland Partners III, Highland Partners IV

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3.00 Additional Recording Fee Applies)

Packet Pg. 388

Attachment: Amendment No. 1 to Cooperative Agreement (4177 : PEN18-0254 — APPROVAL OF AMENDMENT NO. 2 TO THE COOPERATIVE

COOPERATIVE AGREEMENT
AMENDMENT NO. 1

Moreno MDP Line F, Stage 3
Moreno MDP Line D
Moreno MDP Line D-5
Moreno MDP Line D-6
Moreno – Line F Sinclair Street Storm Drain
(Project Nos. 4-0-00752-03, 4-0-00749, 4-0-00741, 4-0-00742, 4-0-00743)
(Parcel Map No. 35629)

The RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, hereinafter called "DISTRICT", the CITY OF MORENO VALLEY, hereinafter called "CITY", and HF LOGISTICS-SKX T1, LLC, a Delaware limited liability company, HF LOGISTICS-SKX T2, LLC, a Delaware limited liability company, HIGHLAND FAIRVIEW PARTNERS I, a California general partnership, HIGHLAND FAIRVIEW PARTNERS II, a California general partnership, HIGHLAND FAIRVIEW PARTNERS III, a California general partnership, and HIGHLAND FAIRVIEW PARTNERS IV, a California general partnership, hereinafter together called "DEVELOPERS", hereby agree as follows:

RECITALS

A. DISTRICT, CITY and DEVELOPERS have previously entered into a certain Cooperative Agreement (Document No. 2010-0527149 of the official Records of the County of Riverside) pertaining to the construction of flood control and drainage improvements associated with Parcel Map No. 35629 in the city of Moreno Valley; and

B. Paragraph I.7. of the Cooperative Agreement stipulated that DEVELOPERS shall furnish both a faithful performance bond and a material and labor bond; and



2011-0117927
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2 of 19

Attachment: Amendment No. 1 to Cooperative Agreement (4177 : PEN18-0254 — APPROVAL OF AMENDMENT NO. 2 TO THE COOPERATIVE

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C. DEVELOPERS have furnished both the faithful performance bond and material and labor bonds as stipulated in the Cooperative Agreement; and

D. Whereas, DISTRICT and CITY have determined that construction of the flood control and drainage facilities is substantially complete; and

E. In recognition of construction being substantially complete, DEVELOPERS desire to reduce the amount of surety held by CITY as provided herein.

NOW, THEREFORE, the parties hereto mutually agree as follows:

SECTION I

1. Section I.7. of the Cooperative Agreement is modified as follows:

7. Provide CITY, prior to providing written notice to DISTRICT of the start of construction as set forth in Section I.8., with a faithful performance bond in the amount of one hundred percent (100%) of the estimated cost for construction of DISTRICT DRAINAGE FACILITIES as determined by DISTRICT and a material and labor payment bond in the amount of fifty percent (50%) of the estimated cost for construction of DISTRICT DRAINAGE FACILITIES as determined by DISTRICT. The surety, amount and form of the bonds shall be subject to the approval of DISTRICT and CITY. The bonds shall remain in full force and effect until CITY and DISTRICT mutually agree that the construction of DISTRICT DRAINAGE FACILITIES is substantially complete; at which time the faithful performance bond amount may be reduced to ten percent (10%) for a period of one year to guarantee against any defective work, and the Material and Labor security will be released after a period of ninety (90)



2011-0117927
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3 of 18

Attachment: Amendment No. 1 to Cooperative Agreement (4177 : PEN18-0254 — APPROVAL OF AMENDMENT NO. 2 TO THE COOPERATIVE

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days if there are no liens against the project for payment of materials or labor.

2. Except to the extent specifically added to, modified or amended hereunder, all of the terms, covenants and conditions of the original Cooperative Agreement remain in full force and effect between the parties hereto.

//
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2011-0117927
03/16/2011 10:05A
4 of 10

Attachment: Amendment No. 1 to Cooperative Agreement (4177 : PEN18-0254 — APPROVAL OF AMENDMENT NO. 2 TO THE COOPERATIVE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

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2/15/11
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By *Warren D. Williams*
WARREN D. WILLIAMS
General Manager-Chief Engineer

By *Marion Ashley*
MARION ASHLEY Chairman
Riverside County Flood Control and Water Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

PAMELA J. WALLS
County Counsel
By *Pamela J. Walls*
NEAL KIPNIS
Deputy County Counsel

KECIA HARPER-IHEM
Clerk of the Board
By *Kecia Harper-Ihem*
Deputy

(SEAL)

Amendment No. 1
Cooperative Agreement: PM 35629
Moreno MDP Line F, Stage 3, Moreno MDP Line D, Moreno MDP Line D-5
Moreno MDP Line D-6, and Moreno – Line F Sinclair Street Storm Drain
Project Nos. 4-0-00752-03, 4-0-00749, 4-0-00741, 4-0-00742, 4-0-00743
MHW:KEC:bjp



2011-0117927
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5 of 10

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RECOMMENDED FOR APPROVAL:

CITY OF MORENO VALLEY

By [Signature] for 2/24/11
Public Works Director/City Engineer

By [Signature]
Mayor

APPROVED AS TO FORM:

ATTEST:

By [Signature]
City Attorney

City Clerk
By [Signature]

(SEAL)

Amendment No. 1
Cooperative Agreement: PM 35629
Moreno MDP Line F, Stage 3, Moreno MDP Line D, Moreno MDP Line D-5
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MHW:KEC:bjp



2011-0117927
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6 of 10

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HIGHLAND FAIRVIEW PARTNERS I
a California general partnership

By 
IDDO BENZEEVI, President

HIGHLAND FAIRVIEW PARTNERS II
a California general partnership

By 
IDDO BENZEEVI, President

HIGHLAND FAIRVIEW PARTNERS III
a California general partnership

By 
IDDO BENZEEVI, President

HIGHLAND FAIRVIEW PARTNERS IV
a California general partnership

By 
IDDO BENZEEVI, President

(ATTACH NOTARY WITH
CAPACITY STATEMENT)

Amendment No. 1
Cooperative Agreement: PM 35629
Moreno MDP Line F, Stage 3, Moreno MDP Line D, Moreno MDP Line D-5
Moreno MDP Line D-6, and Moreno – Line F Sinclair Street Storm Drain
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HF LOGISTICS-SKX T1, LLC
a Delaware limited liability company

By: HF LOGISTICS-SKX, LLC
a Delaware limited liability company,
its Sole Member

By: HF Logistics I, LLC
a Delaware limited liability company,
its Managing Member

By: 
IDDO BENZEEVI, President and Chief
Executive Officer

HF LOGISTICS-SKX T2, LLC
a Delaware limited liability company

By: HF LOGISTICS-SKX, LLC,
a Delaware limited liability company,
its Sole Member

By: HF Logistics I, LLC
a Delaware limited liability company,
its Managing Member

By: 
IDDO BENZEEVI, President and Chief
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(ATTACH NOTARY WITH
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Amendment No. 1
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Moreno MDP Line F, Stage 3, Moreno MDP Line D, Moreno MDP Line D-5
Moreno MDP Line D-6, and Moreno – Line F Sinclair Street Storm Drain
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MHW:KEC:bjp

Attachment: Amendment No. 1 to Cooperative Agreement (4177 : PEN18-0254 — APPROVAL OF AMENDMENT NO. 2 TO THE COOPERATIVE



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside }

On 2/4/11 before me, Lorinne J. Phillips, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Adde Benzgeri
Name(s) of Signer(s)

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: Lorinne J. Phillips
Signature of Notary Public

Place Notary Seal and/or Stamp Above

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: COOPERATIVE AGMT AMENDMENT I

Document Date: _____ Number of Pages: 7

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

- Corporate Officer — Title(s): _____
- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

- Corporate Officer — Title(s): _____
- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____



Attachment: Amendment No. 1 to Cooperative Agreement (4177 : PEN18-0254 — APPROVAL OF AMENDMENT NO. 2 TO THE COOPERATIVE



LARRY W. WARD
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

Recorder
P.O. Box 751
Riverside, CA 92502-0751
(951) 486-7000
www.riversideacr.com

CERTIFICATION

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

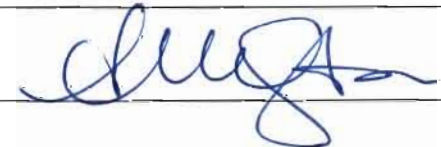
(Print or type the page number(s) and wording below):

Numbered Sheet -4-:
RIVERSIDE COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT CALIFORNIA 1945 (seal)
Numbered Sheet -5-:
CITY OF MORENO VALLEY DECEMBER 3, 1984 (seal)

2011-0117927
03/16/2011 10:05A
10 of 10



Date: 03/09/2011

Signature: 

Print Name: Ami Urista

Attachment: Amendment No. 1 to Cooperative Agreement (4177 : PEN18-0254 — APPROVAL OF AMENDMENT NO. 2 TO THE COOPERATIVE

AMENDMENT NO. 2
to COOPERATIVE AGREEMENT

Moreno MDP Line F, Stage 3

Moreno MDP Line D

Moreno MDP Line D-5

Moreno MDP Line D-6

Moreno – Line F Sinclair Street Storm Drain

(Project Nos. 4-0-00752, 4-0-00749, 4-0-00741, 4-0-00742, and 4-0-00743)

Encroachment Permit No. 3791 (Parcel Map No. 35629)

This Amendment No. 2 to Cooperative Agreement ("AMENDMENT No. 2"), dated as of _____, 2020, is entered into by and between the Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"), the City of Moreno Valley, a municipal corporation of the State of California ("CITY"), and HF Logistics-SKX T1, LLC, a Delaware limited liability company, HF Logistics-SKX T2, LLC, a Delaware limited liability company, and Highland Fairview Partners IV, a California general partnership (collectively, "DEVELOPERS") (together, the "Parties"). The Parties hereby agree as follows:

RECITALS

A. The legal description of Parcel Map No. 35629 ("the Real Property") is attached hereto and incorporated by reference as Exhibit "A"; and

B. Pursuant to the conditions of approval (COA) for Parcel Map No. 35629, DISTRICT, CITY, and HF Logistics-SKX T1, LLC, a Delaware limited liability company, HF Logistics-SKX T2, LLC, a Delaware limited liability company, Highland Fairview Partners I, a California general partnership, Highland Fairview Partners II, a California general partnership, Highland Fairview Partners III, a California general partnership, and Highland Fairview Partners IV, a California general partnership ("PREVIOUS DEVELOPERS"), entered into that certain Cooperative Agreement dated September 28, 2010 [DISTRICT's Board Agenda Item No. 11.2], and recorded as Document No. 2010-0527149 in the Official Records of the County of Riverside, hereinafter referred to as "ORIGINAL AGREEMENT", requiring PREVIOUS DEVELOPERS

to construct certain flood control and drainage facilities for Parcel Map No. 35629 as provided in ORIGINAL AGREEMENT; and

C. PREVIOUS DEVELOPERS have constructed the flood control facilities ("CONSTRUCTED FACILITIES"), pursuant to ORIGINAL AGREEMENT; and

D. On February 15, 2011 [DISTRICT's Board Agenda Item No. 11.2], and recorded as Document No. 2011-0117927 in the Official Records of the County of Riverside, PREVIOUS DEVELOPERS entered into that certain Amendment No. 1 to ORIGINAL AGREEMENT ("AMENDMENT No. 1"), to provide for a reduction in the surety amount held by CITY to guarantee the construction of CONSTRUCTED FACILITIES; and

E. Sometime in December 2012, Highland Fairview Partners I, a California general partnership, Highland Fairview Partners II, a California general partnership and Highland Fairview Partners III, a California general partnership, were acquired by Highland Fairview Partners IV, a California general partnership; and

F. Subsequent to DISTRICT's acceptance of CONSTRUCTED FACILITIES, the Parties hereto have mutually agreed to certain modifications to the design of CONSTRUCTED FACILITIES to include the construction of a new lateral to Moreno MDP Line D-6 ("LATERAL"), as shown in concept on Exhibit "B" attached hereto and made a part hereof, and the associated responsibilities for the operation and maintenance of same; and

G. ORIGINAL AGREEMENT together with AMENDMENT No. 1 are hereinafter collectively referred to as "AGREEMENT"; and

H. AGREEMENT specifies that it may be changed or modified subject to the written consent of the parties thereto.

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants hereinafter contained, the parties hereto mutually agree to amend AGREEMENT as

follows, effective upon approval of this AMENDMENT No. 2 by DISTRICT's Board of Supervisors:

1. The above RECITALS are true and correct.
2. Paragraph B in the RECITALS of AGREEMENT is amended to read:

"The required flood control facilities include construction of approximately 5,116 lineal feet of underground storm drain system ("STORM DRAINS") and lateral to Line D-6 ("LATERAL"), hereinafter called "DISTRICT DRAINAGE FACILITIES, also shown in concept on Exhibit "B"; and"
3. Last sentence in RECITALS 'C' of Agreement is hereby deleted.
4. RECITALS 'D' to RECITALS 'G' of AGREEMENT are re-lettered as RECITALS 'E' to RECITALS 'H' of AGREEMENT.
5. New RECITALS 'D' of AGREEMENT is added to read:

"Also associated with the construction of DISTRICT DRAINAGE FACILITIES is the construction of approximately 19 lineal feet of 24-inch reinforced concrete pipe, basin, guard shack and a conveyor bridge located within DEVELOPER held easements or rights of way ("DEVELOPER FACILITIES"), to be initially owned and maintained by DEVELOPER, and will be subsequently owned and maintained by the Property Owners' for Parcel Map No. 35629. Together, DISTRICT DRAINAGE FACILITIES, APPURTENANCES and DEVELOPER FACILITIES are hereinafter called "PROJECT"; and"
6. Section I.18 is amended to read:

"DEVELOPERS shall not commence operations until DISTRICT and CITY have been furnished with original certificate(s) of insurance and original certified copies of endorsements and if requested, certified original policies of insurance including all

endorsements and any and all other attachments. Prior to DISTRICT issuing a Notice to Proceed to its construction contractor(s) to begin construction of PROJECT, an original certificate of insurance evidencing the required insurance coverage shall be provided to DISTRICT and CITY. At minimum, the procured insurance coverages should adhere to DISTRICT's required insurance provided in EXHIBIT "C", attached hereto and made a part hereof. Failure to maintain the insurance required by this paragraph shall be deemed a material breach of this Agreement and shall authorize and constitute authority for DISTRICT, at its sole discretion, to provide written notice to DEVELOPERS that DISTRICT is unable to perform its obligations hereunder, nor to accept responsibility for ownership, operation and maintenance of DISTRICT DRAINAGE FACILITIES due, either in whole or in part, to said breach of this Agreement."

7. Section I.19 is deleted in its entirety.
8. Section I.26 is amended to read:

"Accept ownership and sole responsibility for the operation and maintenance of PROJECT until such time as (i) DISTRICT accepts ownership and responsibility for operation and maintenance of DISTRICT DRAINAGE FACILITIES, (ii) CITY accepts ownership and responsibility for operation and maintenance of APPURTENANCES, and (iii) the Property Owners for Parcel Map No. 35629 accept ownership and responsibility for the operation and maintenance of DEVELOPER FACILITIES. Further, it is mutually understood by the parties hereto that prior to DISTRICT acceptance of ownership and responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES, PROJECT shall be in a satisfactorily maintained condition as solely determined by DISTRICT."

9. Section IV.7 is amended to read

"DEVELOPERS shall indemnify and hold harmless DISTRICT and CITY (including their agencies, districts, special districts and departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives) from any liability, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to DEVELOPERS' (including its officers, employees, subcontractors and agents) actual or alleged acts or omissions related to this Agreement, performance under this Agreement, or failure to comply with the requirements of this Agreement, including but not limited to: (a) property damage; (b) bodily injury or death; (c) liability or damage pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution or any other law, ordinance or regulation caused by the diversion of waters from the natural drainage patterns or the discharge of drainage within or from PROJECT; or (d) any other element of any kind or nature whatsoever.

DEVELOPERS shall defend, at its sole expense, including all costs and fees (including but not limited to attorney fees, cost of investigation, defense and settlements or awards), DISTRICT and CITY (including their agencies, districts, special districts and departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives) in any claim, proceeding or action for which indemnification is required.

With respect to any of DEVELOPERS' indemnification requirements, DEVELOPERS shall, at its sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, compromise any such claim, proceeding or action without the prior consent of DISTRICT and CITY; provided, however, that any

such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes DEVELOPERS' indemnification obligations to DISTRICT or CITY.

DEVELOPERS' indemnification obligations shall be satisfied when DEVELOPERS have provided to DISTRICT and CITY the appropriate form of dismissal (or similar document) relieving DISTRICT or CITY from any liability for the claim, proceeding or action involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe DEVELOPERS' obligations to indemnify and hold harmless DISTRICT and CITY from third party claims.

In the event there is conflict between this section and California Civil Code Section 2782, this section shall be interpreted to comply with California Civil Code Section 2782. Such interpretation shall not relieve DEVELOPERS from indemnifying DISTRICT or CITY to the fullest extent allowed by law."

Except to the extent specifically deleted, added to, or amended herein, all of the terms, covenants, and conditions of said AGREEMENT executed on September 28, 2010 and AMENDMENT No. 1 dated February 15, 2011 shall remain in full force and effect between the parties hereto.

This AMENDMENT No. 2 may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

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Attachment: Amendment No. 2 to Cooperative Agreement - PEN18-0254 (4177 : PEN18-0254 — APPROVAL OF AMENDMENT NO. 2 TO THE

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT No. 2

on _____.
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

By _____
JASON E. UHLEY
General Manager-Chief Engineer

By _____
KAREN SPEIGEL, Chairwoman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER
Clerk of the Board

By _____
LEILA MOSHREF-DANESH
Deputy County Counsel

By _____
Deputy

(SEAL)

Amendment No. 2 to Cooperative Agreement:
Moreno MDP Line F, Stage 3
Moreno MDP Line D
Moreno MDP Line D-5
Moreno MDP Line D-6
Moreno – Line F Sinclair Street Storm Drain
(Project Nos. 4-0-00752, 4-0-00749, 4-0-00741, 4-0-00742 and 4-0-00743)
Encroachment Permit No. 3791 (Parcel Map No. 35629)
09/17/2020
AMR:blm

Attachment: Amendment No. 2 to Cooperative Agreement - PEN18-0254 (4177 : PEN18-0254 — APPROVAL OF AMENDMENT NO. 2 TO THE

CITY OF MORENO VALLEY

By _____
MICHAEL L. WOLFE
Public Works Director/City Engineer

APPROVED AS TO FORM:

By _____
STEVE QUINTANILLA
Interim City Attorney

ATTEST:

By _____
PAT JACQUEZ-NARES
City Clerk

(SEAL)

Amendment No. 2 to Cooperative Agreement:
Moreno MDP Line F, Stage 3
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Moreno MDP Line D-5
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AMR:blm

Attachment: Amendment No. 2 to Cooperative Agreement - PEN18-0254 (4177 : PEN18-0254 — APPROVAL OF AMENDMENT NO. 2 TO THE

HF LOGISTICS-SKX T1, LLC
a Delaware limited liability company

By _____

Name _____

Title _____

HF LOGISTICS-SKX T2, LLC
a Delaware limited liability company

By _____

Name _____

Title _____

HIGHLAND FAIRVIEW PARTNERS IV
a California general partnership

By _____

IDDO BENZEEVI
President

(ATTACH NOTARY WITH
CAPACITY STATEMENT)

Amendment No. 2 to Cooperative Agreement:
Moreno MDP Line F, Stage 3
Moreno MDP Line D
Moreno MDP Line D-5
Moreno MDP Line D-6
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(Project Nos. 4-0-00752, 4-0-00749, 4-0-00741, 4-0-00742 and 4-0-00743)
Encroachment Permit No. 3791 (Parcel Map No. 35629)
09/17/2020
AMR:blm

Attachment: Amendment No. 2 to Cooperative Agreement - PEN18-0254 (4177 : PEN18-0254 — APPROVAL OF AMENDMENT NO. 2 TO THE

Exhibit A

LEGAL DESCRIPTION

Real property in the City of Moreno Valley, County of Riverside, State of California, described as follows:

PARCEL A:

PARCELS 2 AND 3 OF PARCEL MAP NO. 35629, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AS PER MAP THEREOF RECORDED ON AUGUST 26, 2010 IN BOOK 231 PAGE 77-82 OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL B:

PARCEL 1 OF PARCEL MAP NO. 35629, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER THE MAP THEREOF RECORDED ON AUGUST 26, 2010 IN BOOK 231, PAGES 77-82 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 488-350-031 (Affects Portion of Parcel 2 of Parcel A);
 488-350-035 (Affects Portion of Parcel 2 of Parcel A);
 488-350-027 (Affects Portion of Parcel 3 of Parcel A);
 488-350-032 (Affects Portion of Parcel 3 of Parcel A);
 488-350-036 (Affects Portion of Parcel 3 of Parcel A); and
 488-350-041 (Affects Parcel B)

Amendment No. 2 to Cooperative Agreement
 Moreno MDP Line F, Stage 3; Moreno MDP Line D
 Moreno MDP Line D-5; Moreno MDP Line D-6
 Moreno – Line F Sinclair Street Storm Drain
 (Project Nos. 4-0-00752, 4-0-00749, 4-0-00741, 4-0-00742, and 4-0-00743)
 Encroachment Permit No. 3791 (Parcel Map No. 35629)

Exhibit B



AMENDMENT NO. 2 to COOPERATIVE AGREEMENT

Moreno MDP Line F, Stage 3, Moreno MDP Line D,
 Moreno MDP Line D-5, Moreno MDP Line D-6
 Moreno Line F Sinclair Street Storm Drain
 (Project Nos. 4-0-00752, 4-0-00749, 4-0-00741, 4-0-00742, and 4-0-00743)
 Encroachment Permit No. 3791 (Parcel Map No. 35629)

Attachment: Amendment No. 2 to Cooperative Agreement - PEN18-0254 (4177 : PEN18-0254 — APPROVAL OF AMENDMENT NO. 2 TO THE

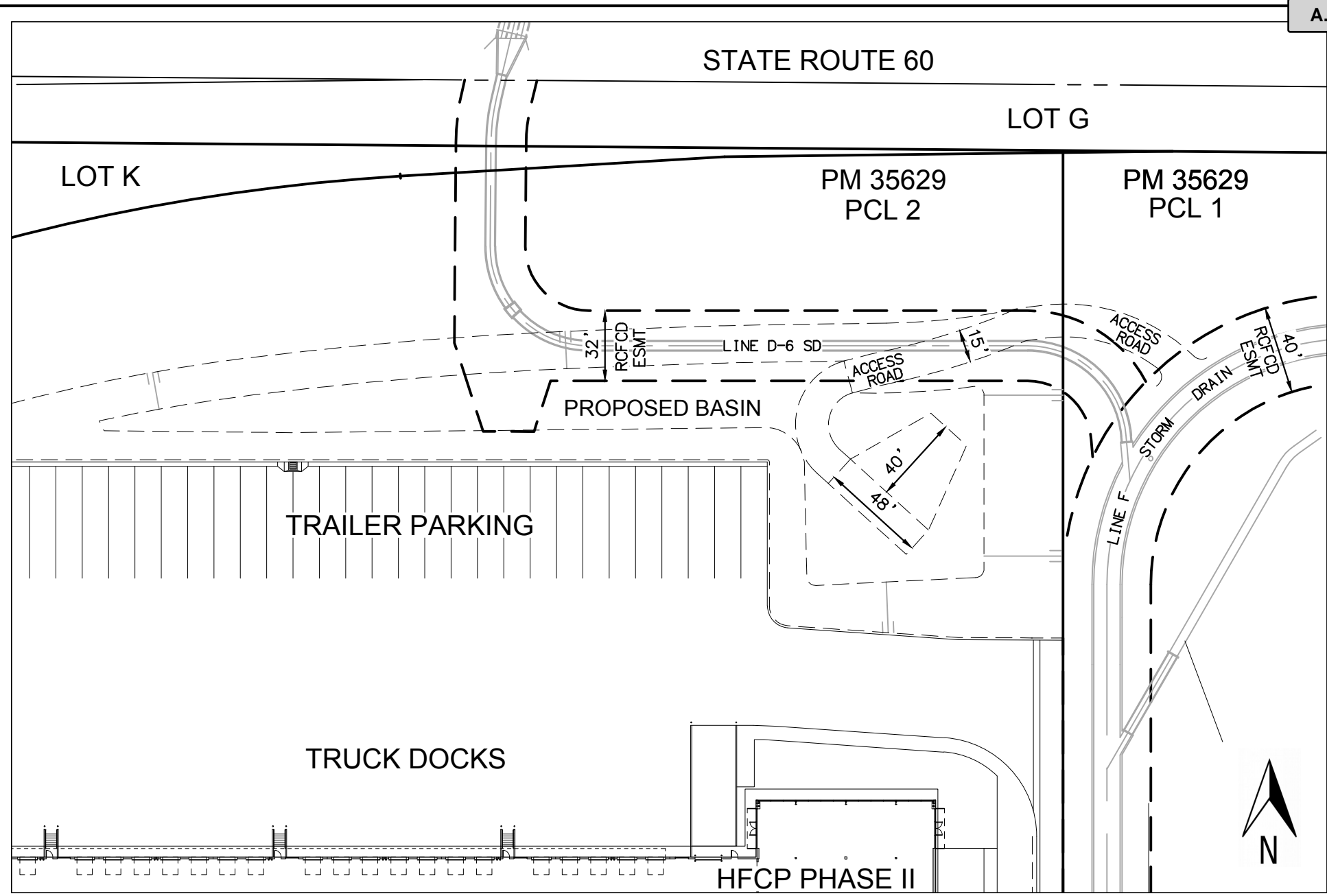


EXHIBIT B

AMENDMENT NO. 2 to COOPERATIVE AGREEMENT

Moreno MDP Line F, Stage 3, Moreno MDP Line D, Moreno MDP Line D-5,
 Moreno MDP Line D-6, and Moreno – Line F Sinclair Street Storm Drain
 (Project Nos. 4-0-00752, 4-0-00749, 4-0-00741, 4-0-00742, and 4-0-00743)
 Encroachment Permit No. 3791 (Parcel Map No. 35629)

Attachment: Amendment No. 2 to Cooperative Agreement - PEN18-0254 (4177 : PEN18-0254 —

EXHIBIT C

DISTRICT's Required Insurance is as follows:

DEVELOPERS shall not commence operations until DISTRICT has been furnished with original certificate(s) of insurance and original certified copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section.

Without limiting or diminishing DEVELOPERS' obligation to indemnify or hold DISTRICT harmless, DEVELOPERS shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the DISTRICT herein refers to the Riverside County Flood Control and Water Conservation District, the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

A. Workers' Compensation:

If DEVELOPERS have employees as defined by the State of California, DEVELOPERS shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of DISTRICT.

B. Commercial General Liability:

AMENDMENT NO. 2 to COOPERATIVE AGREEMENT

Moreno MDP Line F, Stage 3; Moreno MDP Line D; Moreno MDP Line D-5
Moreno MDP Line D-6 and Moreno – Line F Sinclair Street Storm Drain
(Project Nos. 4-0-00752, 4-0-00749, 4-0-00741, 4-0-00742, and 4-0-00743)
Encroachment Permit No. 3791 (Parcel Map No. 35629)

Page 1 of 6

Attachment: Amendment No. 2 to Cooperative Agreement - PEN18-0254 (4177 : PEN18-0254 — APPROVAL OF AMENDMENT NO. 2 TO THE

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of DEVELOPERS' performance of its obligations hereunder. Policy shall name the DISTRICT and CITY as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If DEVELOPERS' vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then DEVELOPERS shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the DISTRICT and CITY as Additional Insureds.

D. Professional Liability:

DEVELOPERS shall cause any architect or engineer retained by DEVELOPERS in connection with the performance of DEVELOPERS' obligations under this Agreement to maintain Professional Liability Insurance

AMENDMENT NO. 2 to COOPERATIVE AGREEMENT

Moreno MDP Line F, Stage 3; Moreno MDP Line D; Moreno MDP Line D-5
 Moreno MDP Line D-6 and Moreno – Line F Sinclair Street Storm Drain
 (Project Nos. 4-0-00752, 4-0-00749, 4-0-00741, 4-0-00742, and 4-0-00743)
 Encroachment Permit No. 3791 (Parcel Map No. 35629)

providing coverage for the performance of their work included within this Agreement, with a limit of liability of not less than \$2,000,000 per occurrence and \$4,000,000 annual aggregate. DEVELOPERS shall require that, if such Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and that such architect or engineer shall purchase at such architect or engineer's sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that such architect or engineer has maintained continuous coverage with the same or original insurer. Coverage provided under items: 1), 2) or 3) shall continue for the term specified in the insurance policy as long as the law allows.

E. General Insurance Provisions – All Lines:

- a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements are waived, in writing, by the DISTRICT Risk Manager. If the DISTRICT's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

AMENDMENT NO. 2 to COOPERATIVE AGREEMENT

Moreno MDP Line F, Stage 3; Moreno MDP Line D; Moreno MDP Line D-5
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 Encroachment Permit No. 3791 (Parcel Map No. 35629)

- b. The DEVELOPERS must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the DISTRICT Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention deemed unacceptable to the DISTRICT, and at the election of the DISTRICT's Risk Manager, DEVELOPERS' carriers shall either: 1) reduce or eliminate such self-insured retention with respect to this Agreement with DISTRICT, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- c. DEVELOPERS shall cause their insurance carrier(s) or its contractor's insurance carrier(s), to furnish DISTRICT with 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein; and 2) if requested to do so orally or in writing by the DISTRICT Risk Manager, provide original certified copies of policies including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the DISTRICT prior to any material

AMENDMENT NO. 2 to COOPERATIVE AGREEMENT

Moreno MDP Line F, Stage 3; Moreno MDP Line D; Moreno MDP Line D-5
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modification, cancellation, expiration or reduction in coverage of such insurance. If DEVELOPERS insurance carrier(s) policies does not meet the minimum notice requirement found herein, DEVELOPERS shall cause DEVELOPERS' insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

- d. In the event of a material modification, cancellation, expiration or reduction in coverage, this Agreement shall terminate forthwith, unless DISTRICT receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto, evidencing coverages set forth herein and the insurance required herein is in full force and effect. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.
- e. It is understood and agreed by the parties hereto that DEVELOPERS' insurance shall be construed as primary insurance, and DISTRICT's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- f. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or there is a material change in the equipment to be used in the performance of the scope of work

AMENDMENT NO. 2 to COOPERATIVE AGREEMENT

Moreno MDP Line F, Stage 3; Moreno MDP Line D; Moreno MDP Line D-5
 Moreno MDP Line D-6 and Moreno – Line F Sinclair Street Storm Drain
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 Encroachment Permit No. 3791 (Parcel Map No. 35629)

which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or the term of this Agreement, including any extensions thereof, exceeds five (5) years, DISTRICT reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein, if, in the DISTRICT Risk Manager's reasonable judgment, the amount or type of insurance carried by DEVELOPERS have become inadequate.

- g. DEVELOPERS shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- h. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT.
- i. DEVELOPERS agree to notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

AMENDMENT NO. 2 to COOPERATIVE AGREEMENT

Moreno MDP Line F, Stage 3; Moreno MDP Line D; Moreno MDP Line D-5
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 (Project Nos. 4-0-00752, 4-0-00749, 4-0-00741, 4-0-00742, and 4-0-00743)
 Encroachment Permit No. 3791 (Parcel Map No. 35629)



Report to City Council

TO: Mayor and City Council

FROM: Michael L. Wolfe P.E., Assistant City Manager

AGENDA DATE: November 17, 2020

TITLE: PEN16-0095 (TR 36760) – APPROVE TRACT MAP 36760 LOCATED ON THE EAST SIDE OF INDIAN STREET BETWEEN GENTIAN AVENUE AND SANTIAGO DRIVE. DEVELOPER: MERITAGE HOMES OF CALIFORNIA, INC.

RECOMMENDED ACTION

1. Approve Tract Map 36760; and
2. Authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation.

SUMMARY

This report recommends approval of Tract Map 36760 which is owned by Meritage Homes of California, Inc., a California corporation. Tract Map 36760 will subdivide three (3) existing lots into 221 residential lots and is located on the east side of Indian Street between Gentian Avenue and Santiago Drive.

DISCUSSION

On March 21, 2017, the City Council of the City of Moreno Valley approved Tentative Tract Map 36760, and the project was subsequently approved for an extension of time in March 2020. The project is for the development of 221 single-family residential lots on approximately 53 acres located on the east side of Indian Street between Gentian Avenue and Santiago Drive. The Agreement for Public Improvements and the Agreement for Park Improvements were approved by the City Engineer and recorded on July 21, 2020 and October 21, 2020, respectively. Tract Map 36760 is in substantial conformance with the approved Tentative Tract Map. The developer has requested that the map be approved for recordation. Due to the size of the map, it is not attached to

this report. However, the map is available for review at the Public Works/Land Development counter at City Hall.

ENVIRONMENTAL

On March 21, 2017, the City Council of the City of Moreno Valley approved Tentative Tract Map 36760. In accordance with the California Environmental Quality Act (CEQA) Guidelines, the City Council determined that the project impacts are less than significant with mitigation and approval of a Mitigated Negative Declaration under the provisions of CEQA.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *Staff recommends this alternative as it will allow the tract map to be recorded and allow the project to move forward with development of residential property and adjacent improvements.*
2. Do not approve and do not authorize the recommended actions as presented in this staff report. *Staff does not recommend this alternative as it will not allow the parcel map to be recorded and not allow the project to move forward with development of residential property and adjacent improvements.*

FISCAL IMPACT

No fiscal impact is anticipated.

NOTIFICATION

Publication of agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Vince Giron
Associate Engineer

Department Head Approval:
Michael L. Wolfe, P.E.
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

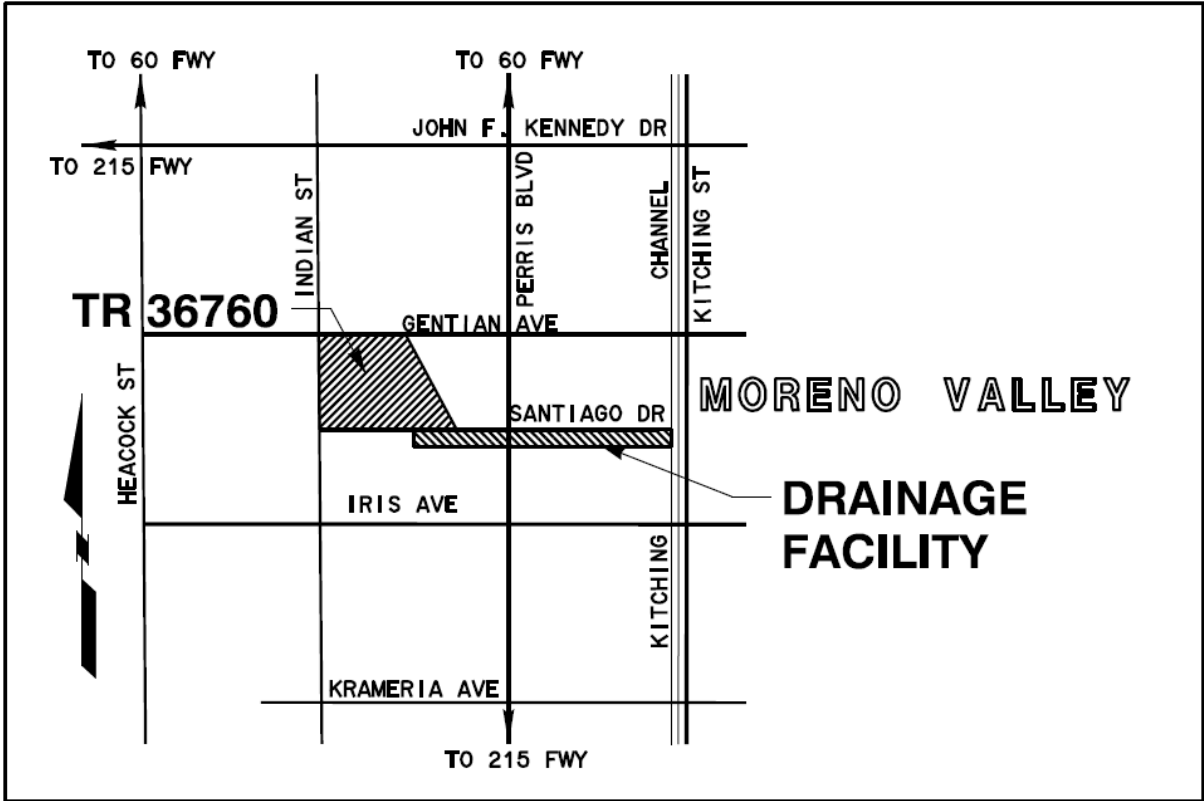
Objective 4.2: Develop and maintain a comprehensive Infrastructure Plan to invest in and deliver City infrastructure.

ATTACHMENTS

- 1. Vicinity Map - PEN16-0095 (TR 36760)

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	10/29/20 7:58 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	10/29/20 9:45 AM



VICINITY MAP
NTS

CITY OF MORENO VALLEY
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT

PEN16-0095 (TR 36760)
Final Map

Attachment: Vicinity Map - PEN16-0095 (TR 36760) (4168 : PEN16-0095 (TR 36760) - APPROVE TRACT MAP 36760)



Report to City Council

TO: Mayor and City Council

FROM: Michael L. Wolfe P.E., Assistant City Manager

AGENDA DATE: November 17, 2020

TITLE: AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO BOGH ENGINEERING, INC. FOR THE JUAN BAUTISTA DE ANZA MULTI-USE TRAIL GAP CLOSURE, PROJECT NO. 801 0077

RECOMMENDED ACTION

Recommendations:

1. Award a construction contract to Bogh Engineering, Inc., 401 W. 4TH Street, Beaumont, CA 92223, for the Juan Bautista De Anza Multi-Use Trail Gap Closure project and authorize the City Manager to execute a contract with Bogh Engineering, Inc. in the amount of \$2,548,507.25;
2. Authorize the issuance of a Purchase Order to Bogh Engineering, Inc., in the amount of \$2,803,357.98 (\$2,548,507.25 bid amount plus a 10% contingency) when the contract has been signed by all parties;
3. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to Bogh Engineering, Inc. contract, but not exceeding the total contingency of \$254,850.73, subject to the approval of the City Attorney; and
4. Authorize a budget adjustment as set forth in the Fiscal Impact section of this report to provide sufficient budget to complete the project funded by a combination of Active Transportation Program ATP 3 Funds (Fund 2301), Gas Tax Funds (2000) and PCS Capital Project Funds (3015).

SUMMARY

This report recommends approval of a contract with Bogh Engineering, Inc. for the construction of the Juan Bautista De Anza Multi-Use Trail Gap Closure project. This project is funded by a combination of Active Transportation Program ATP 3 Grant

Funds (2301), Gas Tax Funds (2000), and PCS Capital Project Funds (3015).

DISCUSSION

The Active Transportation Program (ATP) was created by California Senate Bill 99 (Chapter 359, Statutes of 2013) and California Assembly Bill 101 (Chapter 354, Statutes of 2013) to encourage increased use of active modes of transportation, such as biking and walking. Eligible projects for ATP grant funding include pedestrian facilities, traffic control devices, bicycle facilities, and recreational trails. The City submitted an application for ATP grant Cycle 3 under the Senate Bill 1 Augmentation in October 2017 for the Juan Bautista De Anza Multi-Use Trail Gap Closure project and was awarded the ATP grant funds.

At the February 20, 2018 City Council meeting, the Council accepted the ATP Cycle 3 grant and authorized the appropriation of a total grant amount of \$2,849,000 as revenue and expense in the Capital Projects Grants fund (Fund 2301) for the project. The project includes the design, right of way acquisition, and construction of a two-mile segment of the Juan Bautista De Anza Multi-Use Trail from El Potrero Park to Lake Perris State Recreation Area. This segment will close a gap in the southern portion of the trail and expanding connectivity to Rancho Verde High School and the existing multi-use trail surrounding Lake Perris.

The project was advertised for construction bids on August 26, 2020 and formal bidding procedures were followed in conformance with the Public Contract Code. Eleven (11) bids were received via the electronic bid management system, PlanetBids, on October 05, 2020 as follows:

<u>CONTRACTORS</u>	<u>Base Bid + Additive Alt. Bids</u>
1. Bogh Engineering, Inc.	\$2,670,064.91
2. CALIBA, Inc.	\$2,688,338.00
3. Los Angeles Engineering, Inc.	\$3,113,814.00
4. Leonida Builders, Inc.	\$3,175,740.00
5. C.S. Legacy Construction, Inc.	\$3,256,852.26
6. Mamco, Inc. dba Alabbasi	\$3,397,777.00
7. Nationwide Contracting Services, Inc.	\$3,487,868.22
8. Roadway Engineering & Contracting, Inc.	\$3,574,139.60
9. Powell Constructors, Inc.	\$3,689,928.00
10. Riverside Construction Company, Inc.	\$3,754,910.00
11. H&H General Contractors, Inc.	\$3,870,923.35

The lowest responsible bidder was determined by comparing the cumulative total for all base bid and additive alternate bid items as stipulated in the bidding documents. Staff has reviewed the bid by Bogh Engineering, Inc. and finds it to be the lowest responsive and responsible bidder in possession of a valid license and bid bond. No outstanding issues were identified through review of the references submitted by Bogh Engineering, Inc. in their bid. Due to limited available budget, staff recommends awarding a contract with the base bid and Alternate bids 1, 3, and 4, which includes alternatives for the

construction of a decomposed granite path, reconstruction of the Vista Point with concrete pavement, and construction of the Pedestrian Traffic Signal on Lasselle Street.

A contingency of 10% of the bid amount (\$254,850.73) is recommended to account for any changed field condition that may have occurred during the period between the completion of the engineering design work and construction start. The contingency is also recommended to allow rapid response to avoid unnecessary construction delays that typically result in contractor change orders from unforeseen circumstances encountered during construction.

The Planning Division of the Community Development Department determined that this project is exempt from the California Environmental Quality Act (CEQA) per CEQA Guidelines Section 15301(c) as a Class 1 (Existing Facilities), Article 19, commencing with Section 15300.

Approval of the recommended actions will support Initiative 4.6.1 of the Momentum MoVal Strategic Plan: "Complete the Juan Bautista De Anza Regional Trail".

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative, as recommended by staff, allows the timely construction of the Juan Bautista De Anza Multi-Use Trail Gap Closure project without losing approximate \$2.5 million of ATP 3 funding.*
2. Do not approve and authorize the recommended actions as presented in this staff report. *Staff does not recommend this alternative as it will delay the construction of needed improvements and may result in losing ATP 3 funding.*

FISCAL IMPACT

This project is primarily funded by the Active Transportation Program ATP 3 Grant Funds (2301). A small amount of Gas Tax Funds (2000) is included for transportation eligible improvements (i.e. improvements within the City's right-of-way). Additional eligible PCS Capital Project Funds (3015) are being proposed to allow for sufficient funding to complete the project and avoid losing the remaining ATP funds of \$2,574,000.

Gas Tax Funds 2000 is utilized to construct the access ramps in compliance with Americans with Disabilities Act (ADA). The PCS Capital Project funds are a group of funds used to account for the restricted fees collected to provide funding for capital improvement related to the impact of development on various City services. The City collects fees from Developers that can be used for park improvement projects only.

The ATP grant will provide for reimbursement of up to \$2,574,000 for construction phases of the project. Per the original grant application, the City will provide \$300,000 in matching funds, in the form of in-kind services, which are required as part of the project.

The in-kind services include dedication of right of way from the Val Verde Unified School District. ATP funds can only be used for Active Transportation Projects. There is no impact to the General Fund.

Category	Fund	GL Account Project Number	Type	FY 20/21 Budget	Proposed Adjustments	FY 20/21 Amended Budget
CIP	DIF – Park Improvements (2905)	2905-99-95-92905-903015	EXP	\$30,000	\$350,000	\$380,000
CIP	PCS Capital Proj (3015)	3015-99-99-93015-802905	REV	\$30,000	\$350,000	\$380,000
CIP	PCS Capital Proj – Park Imprvmts (3015)	3015-50-57-80001-720199 801 0077-3015-99	EXP	\$0	\$350,000	\$350,000

PROJECT BUDGET:

Capital Projects Grants (Fund 2301)
 (Acct No. 2301-70-77-80001-720199) (Proj No. 801 0077-2301-99)..... \$2,574,000
 State Gas Tax (Fund 2000)
 (Acct No. 2000-70-77-80001-720199) (Proj No. 801 0008 70 77-200099).....\$50,000
 PCS Capital Project Park Improvements (Fund 3015)
 (Acct No. 3015-50-57-80001-720199) (Proj No. 801 0077-301599) 350,000
 Total.....\$2,974,000

ESTIMATED PROJECT COSTS:

Construction (including 10% contingency).....\$2,803,357.98
 Construction Material Testing and Geotechnical Services \$40,000
 Construction Survey Services \$40,000
 Project Administration and General Inspection*..... \$50,000
 Total.....\$2,933,357.98

*Project administration and inspection will be provided by City staff

ANTICIPATED PROJECT SCHEDULE:

Construction is anticipated to begin in early calendar year 2021 once all pre-construction documentation and information is provided by the contractor and approved by the City. The project is anticipated to be completed in Fall 2021, barring any weather or unforeseen site condition delays.

NOTIFICATION

Prior to construction, all utilities, adjacent property owners, business owners, law enforcement, fire department, and other emergency services responders in the area will be notified in a timely manner of the proposed construction.

PREPARATION OF STAFF REPORT

Prepared By:
Henry Ngo, P.E.
Capital Projects Division Manager

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

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

Concurred By:
Patti Solano
Parks & Community Services Director

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

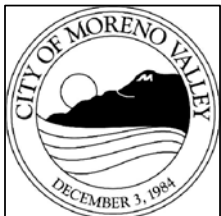
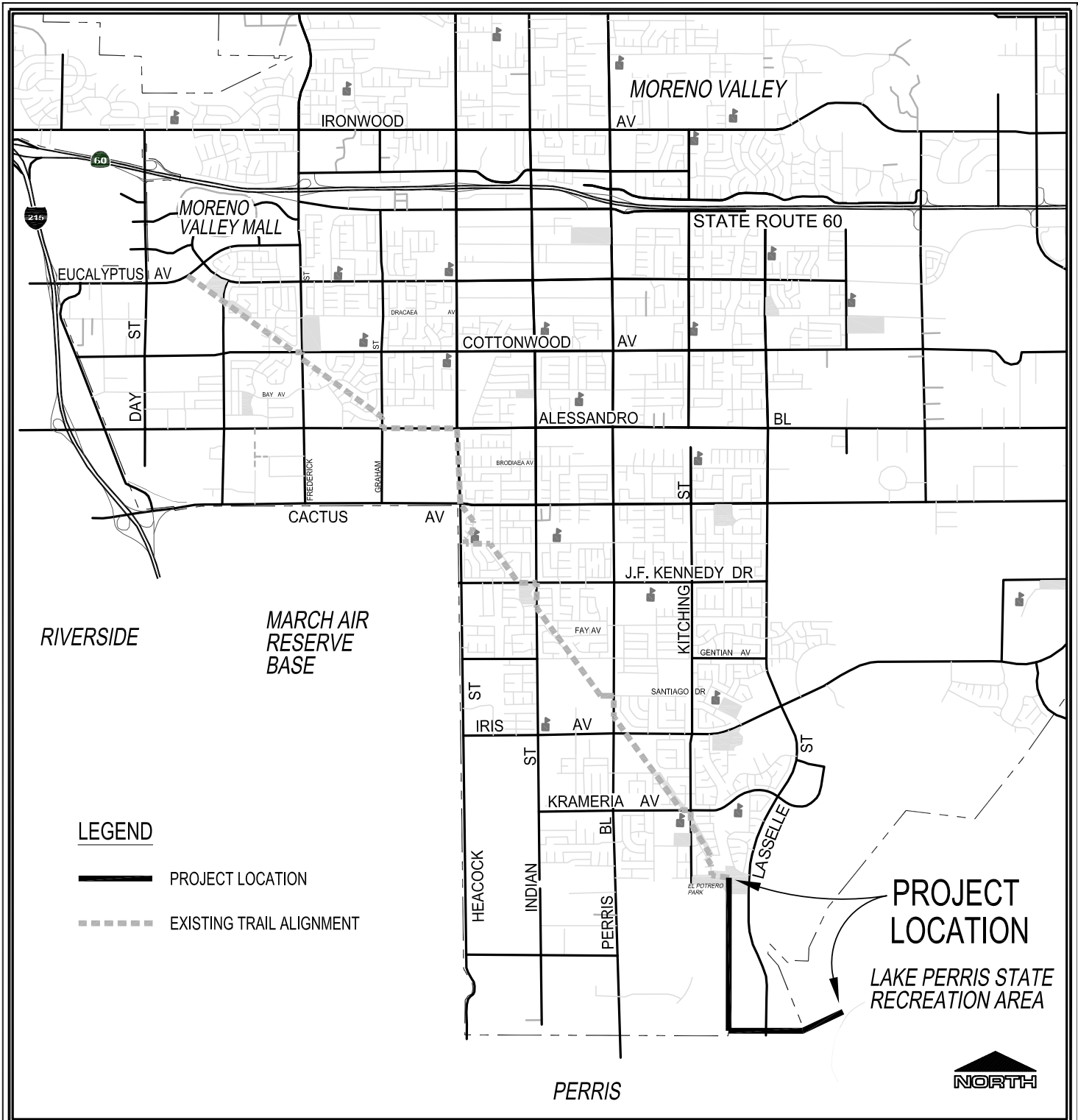
- 1. Economic Development
- 2. Public Safety
- 3. Library
- 4. Infrastructure
- 5. Beautification, Community Engagement, and Quality of Life
- 6. Youth Programs

ATTACHMENTS

- 1. Location Map
- 2. Agreement

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	11/04/20 6:04 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	11/05/20 8:49 AM



ATP 3 Juan Bautista de Anza Multi-Use Trail Gap Closure

Public Works Department
Capital Projects Division

Scale: None

FROM EL POTRERO PARK TO
LAKE PERRIS STATE RECREATION AREA

Attachment: Location Map (4164 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO BOGH ENGINEERING, INC. FOR THE JUAN

Agreement No. _____

AGREEMENT**PROJECT NO. 801 0077
ATPSB1L-5441(074)
JUAN BAUTISTA DE ANZA
MULTI-USE TRAIL - PHASE 2**

THIS Agreement, effective as of the date signed by the City of Moreno Valley by and between the City of Moreno Valley, a municipal corporation, County of Riverside, State of California, hereinafter called the "City" and **Bogh Engineering Inc.**, hereinafter called the "Contractor."

That the City and the Contractor for the consideration hereinafter named, agree as follows:

1. CONTRACT DOCUMENTS. The Contract Documents consist of the following, which are incorporated herein by this reference:

- A. This Agreement
- B. Any and all Contract Change Orders and Construction Change Directives issued after execution of this Agreement
- C. Addenda Nos. **2** inclusive, issued prior to the Bid Deadline
- D. The bound Contract Documents that includes City Special Provisions, General Provisions, and Technical Provisions
- E. Standard Specifications for Public Works Construction ("Greenbook") – latest edition in effect at the Bid Deadline, as modified by the City Special Provisions
- F. Reference Specifications/Reference Documents other than those listed in paragraph 2, below
- G. Project Plans
- H. City Standard Plans
- I. Caltrans Standard Plans
- J. Other Agency Standard Plans [Engineer to specify]
- K. Governmental approvals, including, but not limited to, permits required for the Work
- L. Contractor's Labor and Materials Payment Bond (for reference only)
- M. Contractor's Faithful Performance Bond (for reference only)
- N. Contractor's Certificates of Insurance and Additional Insured Endorsements

In the event of conflict between any of the Contract Documents, the provisions placing a more stringent requirement on the Contractor shall prevail. The Contractor shall provide the better quality or greater quantity of Work and/or materials unless otherwise directed by City in writing. In the event none of the Contract Documents place a more stringent requirement or greater burden on the Contractor, the controlling provision shall be that which is found in the document with higher precedence in accordance with the above order of precedence.

2. REFERENCE DOCUMENTS. The following Reference Documents are not considered Contract Documents and are made available to the Contractor for informational purposes:

- A. Geotechnical Report. Logs and Test Results

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3. SCOPE OF WORK. The Contractor shall perform and provide all materials, tools, equipment, labor, and services necessary to complete the Work described in the Contract Documents, except as otherwise provided in the Plans, Standard Specifications, or City Special Provisions to be the responsibility of others.

4. PAYMENT.

4.1. Contract Price and Basis for Payment. In consideration for the Contractor’s full, complete, timely, and faithful performance of the Work required by the Contract Documents, the City shall pay Contractor for the actual quantity of Work required under the Bid Items awarded by the City performed in accordance with the lump sum prices and unit prices for Bid Items and Additive Alternate Bid Items, if any, set forth the Bid Schedule submitted with the Bid. The sum of the unit prices and lump sum prices for the Base Bid Items and Additive Alternate Bid Items 1, 3, and 4, awarded by the City is **Two Million Five Hundred Forty Eight Thousand Five Hundred Seven 25/100 Dollars (\$2,548,507.25)** (“Contract Price”). It is understood and agreed that the quantities set forth in the Bid Schedule for which unit prices are fixed are estimates only and that City will pay and Contractor will accept, as full payment for these items of Work, the unit prices set forth in the Bid Schedule multiplied by the actual number of units performed, constructed, or completed as directed and measured by the City Engineer.

4.2. Payment Procedures. Based upon applications for payment submitted by the Contractor to the City, the City shall make payments to the Contractor in accordance with Section 7 of the Standard Specifications, as modified by Section 7 of the City Special Provisions.

5. CONTRACT TIME.

A. Contract Time. The Contract Time shall be determined in accordance with the following:

Base Bid	120 Working Days
Additive Alternate 1	0 Working Days
Additive Alternate 3	10 Working Days
Additive Alternate 4	30 Working Days

B. Initial Notice to Proceed. After the Agreement has been fully executed by the Contractor and the City, the City shall issue the “Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials.” The date specified in the Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials constitutes the date of commencement of the Contract Time of **One Hundred Sixty (160) Working Days for Base Bid plus Additive Alternate Bids (1, 3, & 4)**. The Contract Time includes the time necessary to fulfill preconstruction requirements, place the order of materials, and to complete construction of the Project (except as adjusted by subsequent Change Orders).

The Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials shall further specify that Contractor must complete the preconstruction

requirements and order materials within ten **(10) Working Days** after the date of commencement of the Contract Time; this duration is part of the Contract Time.

Preconstruction requirements include, but are not limited to, the following:

- Submitting and obtaining approval of Traffic Control Plans
- Submitting and obtaining approval of the Stormwater Pollution Prevention Plan (SWPPP)/Water Pollution Control Plan (WPCP)
- Submitting and obtaining approval of critical required submittals
- Installation of the approved Project Identification Signs
- Obtaining an approved no fee Encroachment Permit
- Obtaining a Temporary Use Permit for a construction yard
- Notifying all agencies, utilities, residents, etc., as outlined in the Contract Documents

If the City's issuance of a Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials is delayed due to Contractor's failure to return the fully executed Agreement and insurance and bond documents within ten (10) Working Days after Contract award, then Contractor agrees to the deduction of one (1) Working Day from the number of days to complete the Project for every Working Day of delay in the City's receipt of said documents. This right is in addition to and does not affect the City's right to demand forfeiture of Contractor's Bid Security if Contractor persistently delays in providing the required documentation.

C. Notice to Proceed with Construction. After all preconstruction requirements are met and materials have been ordered in accordance with the Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials, the City shall issue the "Notice to Proceed with Construction," at which time the Contractor shall diligently prosecute the Work, including corrective items of Work, day to day thereafter, within the remaining Contract Time.

6. LIQUIDATED DAMAGES AND CONTROL OF WORK.

6.1. **Liquidated Damages.** The Contractor and City (collectively, the "Parties") have agreed to liquidate damages with respect to Contractor's failure to complete the Work within the Contract Time, which includes the time necessary to fulfill preconstruction requirements, place the order of materials, and to complete construction of the Project (except as adjusted by subsequent Change Orders) in accordance with **Article 5** above. The Parties intend for the liquidated damages set forth herein to apply to this Contract as set forth in Government Code Section 53069.85 and in Public Contract Code Section 7203. Contractor acknowledges and agrees that the liquidated damages are intended to compensate the City solely for Contractor's failure to meet the deadlines for completion of the Work and will not excuse Contractor from liability from any other breach, including any failure of the Work to conform to the requirements of the Contract Documents.

In the event that Contractor fails to complete the Work within the Contract Time, Contractor agrees to pay the City **\$500 per Calendar Day** that completion of the each such portion of the Work is delayed beyond the Contract Time. The Contractor will not be assessed liquidated damages for delays occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

The Contractor and City acknowledge and agree that the foregoing liquidated damages have been set based on an evaluation of damages that the City will incur in the event of late completion of portions of the Work. The Contractor and City acknowledge and agree that the amount of such damages are impossible to ascertain as of the date of execution hereof and have agreed to such liquidated damages to fix the City's damages and to avoid later disputes. It is understood and agreed by Contractor that liquidated damages payable pursuant to this Agreement are not a penalty and that such amounts are not manifestly unreasonable under the circumstances existing as of the date of execution of this Agreement.

It is further mutually agreed that the City will have the right to deduct liquidated damages against progress payments or retainage and that the City will issue a Change Order or Construction Change Directive and reduce the Contract Price accordingly. In the event the remaining unpaid Contract Price is insufficient to cover the full amount of liquidated damages, Contractor shall pay the difference to the City.

Liquidated damages are owed automatically and without notice of any kind upon the accrual of each day of delay. City may at any time deduct liquidated damages as are payable hereunder from money due or to become due to Contractor, or pursue any other legal remedy to collect such liquidated damages from Contractor and/or its Surety. Neither the City's failure or delay in deducting liquidated damages from payments otherwise due Contractor, nor City's failure or delay in notifying Contractor of the accrual of liquidated damages, shall be deemed a waiver of City's right to liquidated damages.

City's rights under this Section shall not be interpreted as precluding or limiting: (1) any right or remedy of City arising from an event of Contractor default other than a failure to complete the Work within the Contract Time; or (2) City's right to order an acceleration, at Contractor's expense, of performance of the Work to overcome delay, including, without limitation, a delay for which City has the right to assess and/or accrue liquidated damages. The availability of liquidated damages shall not limit City's right to terminate the Contractor's performance and accrual and/or assessment of liquidated damages does not constitute a waiver of such rights.

6.2. Owner is Exempt from Liability for Early Completion Delay Damages. While the Contractor may schedule completion of all of the Work, or portions thereof, earlier than the Contract Time, the Owner is exempt from liability for and the Contractor will not be entitled to an adjustment of the Contract Sum or to any additional costs, damages, including, but not limited to, claims for extended general conditions costs, home office overhead, jobsite overhead, and management or administrative costs, or compensation whatsoever, for use of float time or for Contractor's inability to complete the Work earlier than the Contract Time for any reason whatsoever, including but not limited to, delay cause by Owner or other Excusable Compensable Delay. See Section 6-4 of the Standard Specifications and City Special Provisions regarding compensation for delays.

6.3. Any work completed by the Contractor after the issuance of a Stop Work Notice by the City shall be rejected and/or removed and replaced as specified in Section **3-5** of the City Special Provisions.

7. INSURANCE.

7.1. **General.** The Contractor shall procure and maintain at its sole expense and throughout the term of this Agreement, any extension thereof, Commercial General Liability, Automobile Liability, and Workers' Compensation Insurance with such coverage limits as described herein.

7.2. **Additional Insured Endorsements.** The Contractor shall cause the insurance required by the Contract Document to include the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD) and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives as an additional insureds. For the Commercial General Liability coverage, said parties shall be named as additional insureds utilizing either:

1. Insurance Services Office ("ISO") Additional Insured endorsement CG 20 10 (11/85); or
2. ISO Additional Insured endorsement CG 20 10 (10/01) and Additional Insured Completed Operations endorsement CG 20 37 (10/01); or
3. Substitute endorsements providing equivalent coverage, approved by the City.

The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. The coverage shall contain no special limitations on the scope of protection afforded to such additional insureds. Coverage for such additional insureds does not extend to liability to the extent prohibited by Insurance Code Section 11580.4.

7.3. **Waivers of Subrogation.** All policies of insurance required by the Contract Documents shall include or be endorsed to provide a waiver by the insurers of any rights of recovery or subrogation that the insurers may have at any time against the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD) and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers, and representatives.

7.4. **Primary Coverage.** All policies and endorsements shall stipulate that the Contractor's (and the Subcontractors') insurance coverage shall be primary insurance as respects the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD) and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers, and representatives, and shall be excess of the Contractor's (and its Subcontractors') insurance and shall not contribute with it.

7.5. **Coverage Applies Separately to Each Insured and Additional Insured.** Coverage shall state that the Contractor's (and its Subcontractors') insurance shall apply separately to each insured or additional insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage shall apply to any claim or suit brought by an additional insured against a named insured or other insured.

7.6. **Self-Insurance.** Any self-insurance (including deductibles or self-insured retention in excess of \$50,000) in lieu of liability insurance must be declared by Contractor and

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approved by the City in writing prior to execution of the Agreement. The City's approval of self-insurance, if any, is within the City's sole discretion and is subject to the following conditions:

1. Contractor must, at all times during the term of the Agreement and for a period of at least **one (1)** year after completion of the Project and any extension of the one-year correction guarantee period in accordance with Section 3-13.3 of the City Special Provisions, maintain and upon Owner's reasonable request provide evidence of:
 - (a) Contractor's "net worth" (defined as "total assets" [defined as all items of value owned by the Contractor including tangible items such as cash, land, personal property, and equipment, and intangible items such as copyrights and business goodwill]) minus total outside liabilities must be reflected in a financial statement for the prior fiscal year reflecting sufficient income and budget for Contractor to afford at least one loss in an amount equal to the amount of self-insurance;
 - (b) Financial statements showing that Contractor has funds set aside/budgeted to finance the self-insured fund (i.e., Contractor has a program that fulfills functions that a primary insurer would fill); and
 - (c) A claims procedure that identifies how a claim is supposed to be tendered to reach the financing provided by the self-insured fund.
2. If at any time after such self-insurance has been approved, the Contractor fails to meet the financial thresholds or otherwise fails to comply with the provisions set forth in this Paragraph 7, at the option of the City:
 - (a) The Contractor shall immediately obtain and thereafter maintain the third party insurance required under this Paragraph 7 and otherwise on the terms required above; or
 - (b) The insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees, and volunteers; or
 - (c) The Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

7.7. Insurer Financial Rating. Insurance companies providing insurance hereunder shall be rated A-VII or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

7.8. Notices to City of Cancellation or Changes. Each insurance policy described in this Paragraph 7 shall contain a provision or be endorsed to state that coverage will not be cancelled without **thirty (30) days'** prior written notice by certified or registered mail to the City (this obligation may be satisfied in the alternative by requiring such notice to be provided by

Contractor's insurance broker and set forth on its Certificate of Insurance provided to the City), except that cancellation for non-payment of premium shall require (10) days prior written notice by certified or registered mail. If an insurance carrier cancels any policy or elects not to renew any policy required to be maintained by Contractor pursuant to the Contract Documents, Contractor agrees to give written notice to the City at the address indicated on the first page of the Agreement. Contractor agrees to provide the same notice of cancellation and non-renewal to the City that is required by such policy(ies) to be provided to the First Named Insured under such policy(ies). Contractor shall provide confirmation that the required policies have been renewed not less than seven (7) days prior to the expiration of existing coverages and shall deliver renewal or replacement policies, certificates and endorsements to the City Clerk within fourteen (14) days of the expiration of existing coverages. Contractor agrees that upon receipt of any notice of cancellation or alteration of the policies, Contractor shall procure within five (5) days, other policies of insurance similar in all respects to the policy or policies to be cancelled or altered. Contractor shall furnish to the City Clerk copies of any endorsements that are subsequently issued amending coverage or limits within fourteen (14) days of the amendment.

7.9. Commercial General Liability. Coverage shall be written on an ISO Commercial General Liability "occurrence" form CG 00 01 (10/01 or later edition) or equivalent form approved by the City for coverage on an occurrence basis. The insurance shall cover liability, including, but not limited to, that arising from premises operations, stop gap liability, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The policy shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 (11/85). Coverage shall contain no contractors' limitation or other endorsement limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground (x, c, u) property damage. Contractor shall provide Products/Completed Operations coverage to be maintained continuously for a minimum of **one (1) year** after Final Acceptance of the Work, and any extension of the one-year correction guarantee period in accordance with Section 3-13.3 of the City Special Provisions.

Contractor shall maintain Commercial General Liability insurance with the following minimum limits: \$1,000,000 per occurrence / \$2,000,000 aggregate / \$2,000,000 products-completed operations.

7.10. Business Automobile Liability. Coverage shall be written on ISO form CA 00 01 (12/93 or later edition) or a substitute form providing equivalent coverage for owned, hired, leased and non-owned vehicles, whether scheduled or not, with \$1,000,000 combined single limit per accident for bodily injury and property damage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

7.11. Workers' Compensation. Contractor shall comply with the applicable sections of the California Labor Code concerning workers' compensation for injuries on the job. Compliance is accomplished in one of the following manners:

1. Provide copy of permissive self-insurance certificate approved by the State of California; or
2. Secure and maintain in force a policy of workers' compensation insurance with statutory limits and Employer's Liability Insurance with a minimal limit of **\$1,000,000** per accident; or

3. Provide a "waiver" form certifying that no employees subject to the Labor Code's Workers' Compensation provision will be used in performance of this Contract.

7.12. **Subcontractors' Insurance.** The Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

8. BONDS. The Contractor shall provide two surety bonds. The Contractor shall furnish a satisfactory Performance Bond meeting all statutory requirements of the State of California on the form provided by the City. The bond shall be furnished as a guarantee of the faithful performance of the requirements of the Contract Documents as may be amended from time to time, including, but not limited to, liability for delays and damages (both direct and consequential) to the City and the City's Separate Contractors and consultants, warranties, guarantees, and indemnity obligations, in an amount that shall remain equal to one hundred percent (100%) of the Contract Price.

The Contractor shall furnish a separate satisfactory Labor and Materials Payment Bond meeting all statutory requirements of the State of California on the form provided by the City in an amount that shall remain equal to one hundred percent (100%) of the Contract Price to secure payment of all claims, demands, stop payment notices, or charges of the State of California, of material suppliers, mechanics, or laborers employed by the Contractor or by any Subcontractor, or any person, firm, or entity eligible to file a stop payment notice with respect to the Work.

All bonds shall be executed by a California-admitted surety insurer. Bonds issued by a California-admitted surety insurer listed on the latest version of the U.S Department of Treasury Circular 570 shall be deemed accepted unless specifically rejected by the City. Bonds issued by sureties not listed in Treasury Circular 570 must be accompanied by all documents enumerated in California Code of Civil Procedure Section 995.660(a). The bonds shall bear the same date as the Contract. The attorney-in-fact who executes the required bonds on behalf of the surety shall affix thereto a certified and current copy of the power of attorney. In the event of changes that increase the Contract Price, the amount of each bond shall be deemed to increase and at all times remain equal to the Contract Price. The signatures shall be acknowledged by a notary public. Every bond must display the surety's bond number and incorporate the Contract for construction of the Work by reference. The terms of the bonds shall provide that the surety agrees that no change, extension of time, alteration, or modification of the Contract Documents or the Work to be performed thereunder shall in any way affect its obligations and shall waive notice of any such change, extension of time, alteration, or modification of the Contract Documents. The surety further agrees that it is obligated under the bonds to any successor, grantee, or assignee of the City.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

Should any bond become insufficient, or should any of the sureties, in the opinion of the City, become non-responsible or unacceptable, the Contractor shall, within ten (10) Calendar Days

Standard Form of Agreement
00500-8

after receiving notice from the City, provide written documentation to the Satisfaction of the City that Contractor has secured new or additional sureties for the bonds; otherwise the Contractor shall be in default of the Contract. No further payments shall be deemed due or will be made under Contract until a new surety(ies) qualifies and is accepted by the City.

Contractor agrees that the Labor and Materials Payment Bond and Faithful Performance Bond attached to this Agreement are for reference purposes only, and shall not be considered a part of this Agreement. Contractor further agrees that said bonds are separate obligations of the Contractor and its Surety, and that any attorney's fee provision contained in any payment bond or performance bond shall not apply to this Agreement. In the event there is any litigation between the parties arising from the breach of this Agreement, each party will bear its own attorneys' fees in the litigation.

9. RECORDS. The Contractor and its Subcontractors shall maintain and keep books, payrolls, invoices of materials, and Project records current, and shall record all transactions pertaining to the Contract in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, Riverside County, the State of California, the Federal Government, and to any authorized representative thereof for purposes of audit and inspection at all reasonable times and places. All such books, payrolls, invoices of materials, and records shall be retained for at least five (5) years after Final Acceptance.

10. INDEMNIFICATION.

10.1. General. To the fullest extent permitted by law, the Contractor assumes liability for and agrees, at the Contractor's sole cost and expense, to promptly and fully indemnify, protect, hold harmless and defend (even if the allegations are false, fraudulent, or groundless), the City of Moreno Valley, its City Council, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), and all of their respective officials, officers, directors, employees, commission members, representatives and agents ("Indemnitees"), from and against any and all claims, allegations, actions, suits, arbitrations, administrative proceedings, regulatory proceedings, or other legal proceeds, causes of action, demands, costs, judgments, liens, stop payment notices, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses (including, but not limited to, any fees of accountants, attorneys, experts or other professionals, or investigation expenses), or losses of any kind or nature whatsoever, whether actual, threatened or alleged, arising out of, resulting from, or in any way (either directly or indirectly), related to the Work, the Project or any breach of the Contract by Contractor or any of its officers, agents, employees, Subcontractors, Sub-subcontractors, or any person performing any of the Work, pursuant to a direct or indirect contract with the Contractor ("Indemnity Claims"). Such Indemnity Claims include, but are not limited to, claims for:

- A. Any activity on or use of the City's premises or facilities;
- B. Any liability incurred due to Contractor acting outside the scope of its authority pursuant to the Contract, whether or not caused in part by an Indemnified Party;
- C. The failure of Contractor or the Work to comply with any Applicable Law, permit or orders;

- D. Any misrepresentation, misstatement or omission with respect to any statement made in the Contract Documents or any document furnished by the Contractor in connection therewith;
- E. Any breach of any duty, obligation or requirement under the Contract Documents, including, but not limited to any breach of Contractor's warranties, representations or agreements set forth in the Contract Documents;
- F. Any failure to coordinate the Work with City's Separate Contractors;
- G. Any failure to provide notice to any party as required under the Contract Documents;
- H. Any failure to act in such a manner as to protect the Project from loss, cost, expense or liability;
- I. Bodily or personal injury, emotional injury, sickness or disease, or death at any time to any persons including without limitation employees of Contractor;
- J. Damage or injury to real property or personal property, equipment and materials (including, but without limitation, property under the care and custody of the Contractor or the City) sustained by any person or persons (including, but not limited to, companies, corporations, utility company or property owner, Contractor and its employees or agents, and members of the general public);
- K. Any liability imposed by Applicable Law including, but not limited to criminal or civil fines or penalties;
- L. Any dangerous, hazardous, unsafe or defective condition of, in or on the Site, of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use or occupation of the Site by Contractor, its officers, agents, employees, or Subcontractors;
- M. Any operation conducted upon or any use or occupation of the Site by the Contractor, its officers, agents, employees, or Subcontractors under or pursuant to the provisions of the Contract or otherwise;
- N. Any acts, errors, omission or negligence of Contractor, its officers, agents, employees, or Subcontractors;
- O. Infringement of any patent rights, licenses, copyrights, or intellectual property which may be brought against the Contractor or Owner arising out of Contractor's Work, for which the Contractor is responsible; and
- P. Any and all claims against the City seeking compensation for labor performed or materials used or furnished to be used in the Work or alleged to have been furnished on the Project, including all incidental or consequential damages resulting to the City from such claims.

10.2. **Effect of Indemnitees' Active Negligence.** Contractor's obligations to indemnify and hold the Indemnitees harmless **exclude** only such portion of any Indemnity Claim which is attributable to the active negligence or willful misconduct of the Indemnitee, provided such active negligence or willful misconduct is determined by agreement of the parties or by findings of a court of competent jurisdiction. In instances where an Indemnitee's active negligence accounts for only a percentage of the liability for the Indemnity Claim involved, the obligation of Contractor will be for that entire percentage of liability for the Indemnity Claim not attributable to the active negligence or willful misconduct of the Indemnitee(s). Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would

otherwise exist as to any party or person described in this Paragraph 10. Subject to the limits set forth herein, the Contractor, at its own expense, shall satisfy any resulting judgment that may be rendered against any Indemnitee resulting from an Indemnity Claim. The Indemnitees shall be consulted with regard to any proposed settlement.

10.3. Independent Defense Obligation. The duty of the Contractor to indemnify and hold harmless the Indemnitees includes the separate and independent duty to defend the Indemnitees, which duty arises immediately upon receipt by Contractor of the tender of any Indemnity Claim from an Indemnitee. The Contractor's obligation to defend the Indemnitee(s) shall be at Contractor's sole expense, and not be excused because of the Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines that the Contractor is not liable. This duty to defend shall apply whether or not an Indemnity Claim has merit or is meritless, or which involves claims or allegations that any or all of the Indemnitees were actively, passively, or concurrently negligent, or which otherwise asserts that the Indemnitees are responsible, in whole or in part, for any Indemnity Claim. The Contractor shall respond within thirty (30) Calendar Days to the tender of any Indemnity Claim for defense and/or indemnity by an Indemnitee, unless the Indemnitee agrees in writing to an extension of this time. The defense provided to the Indemnitees by Contractor shall be by well qualified, adequately insured and experienced legal counsel acceptable to the City.

10.4. Intent of Parties Regarding Scope of Indemnity. It is the intent of the parties that the Contractor and its Subcontractors of all tiers shall provide the Indemnitees with the broadest defense and indemnity permitted by Applicable Law. In the event that any of the defense, indemnity, or hold harmless provisions in the Contract Documents are found to be ambiguous or in conflict with one another, it is the parties' intent that the broadest and most expansive interpretation in favor of providing defense and/or indemnity to the Indemnitees be given effect.

10.5. Waiver of Indemnity Rights Against Indemnitees. With respect to third party claims against the Contractor, to the fullest extent permitted by law, the Contractor waives any and all rights to any type of express or implied indemnity against the Indemnitees.

10.6. Subcontractor Requirements. In addition to the requirements set forth hereinabove, Contractor shall ensure, by written subcontract agreement, that each of Contractor's Subcontractors of every tier shall protect, defend, indemnify and hold harmless the Indemnitees with respect to Indemnity Claims arising out of, in connection with, or in any way related to each such Subcontractors' Work on the Project in the same manner in which Contractor is required to protect, defend, indemnify and hold the Indemnitees harmless. In the event Contractor fails to obtain such defense and indemnity obligations from others as required herein, Contractor agrees to be fully responsible to the Indemnitees according to the terms of this Paragraph 10.

10.7. No Limitation or Waiver of Rights. Contractor's obligations under this Paragraph 10 are in addition to any other rights or remedies which the Indemnitees may have under the law or under the Contract Documents. Contractor's indemnification and defense obligations set forth in this Paragraph 10 are separate and independent from the insurance provisions set forth in the Contract Documents, and do not limit, in any way, the applicability, scope, or obligations set forth in such insurance provisions. The purchase of insurance by the Contractor with respect to the obligations required herein shall in no event be construed as fulfillment or discharge of such obligations. In any and all claims against the Indemnitees by any employee of the Contractor, any Subcontractor, any supplier of the Contractor or Subcontractors, anyone directly or indirectly

employed by any of them, or anyone for whose acts any of them may be liable, the obligations under this Paragraph 10 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor or any supplier of either of them, under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. Failure of the City to monitor compliance with these requirements imposes no additional obligations on the City and will in no way act as a waiver of any rights hereunder.

10.8. **Withholding to Secure Obligations.** In the event an Indemnity Claim arises prior to final payment to Contractor, the City may, in its sole discretion, reserve, retain or apply any monies due Contractor for the purpose of resolving such Indemnity Claims; provided, however, the City may release such funds if the Contractor provides the City with reasonable assurances of protection of the Indemnitees' interests. The City shall, in its sole discretion, determine whether such assurances are reasonable.

10.9. **Survival of Indemnity Obligations.** Contractor's obligations under this Paragraph 10 are binding on Contractor's and its Subcontractors' successors, heirs, and assigns and shall survive the completion of the Work or termination of the Contractor's performance of the Work.

11. **SUCCESSORS AND ASSIGNS.** The Parties bind themselves, their heirs, executors, administrators, successors and assigns the covenants, agreements and obligations contained in the Contract Documents. The Contractor shall not, either voluntarily or by action of law, assign any right or obligation of the Contractor under the Contract Documents without prior written consent of the City.

(SIGNATURE PAGE FOLLOWS)

Standard Form of Agreement
00500-12

CITY OF MORENO VALLEY, a Municipal Corporation

Bogh Engineering Inc.

BY: _____
Mike Lee, City Manager

License No./
Classification: _____

DATE: _____

Expiration Date: _____

Federal I.D. No.: _____

<u>INTERNAL USE ONLY</u>
APPROVED AS TO LEGAL FORM:
_____ City Attorney
_____ Date
RECOMMENDED FOR APPROVAL:
_____ Public Works Director/City Engineer
_____ Date

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

SIGNING INSTRUCTIONS TO THE CONTRACTOR:

Signature(s) must be accompanied by a completed notary certificate of acknowledgement attached hereto. A general partner must sign on behalf of a partnership. **Two (2)** corporate officers must sign on behalf of a corporation unless the corporation has a corporate resolution that allows one person to sign on behalf of the corporation; if applicable, said resolution must be attached hereto. The corporate seal may be affixed hereto.

Standard Form of Agreement
00500-13

Attachment: Agreement (4164 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO BOGH ENGINEERING, INC. FOR THE JUAN

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

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 acknowledgement 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 of Notary Public

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly appears above in the notary section or a separate acknowledgment form must property completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
- Indicate title or type of attached document, number of pages and date.
- Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

CAPACITY CLAIMED BY THE SIGNER

Individual(s)

Corporate Officer

(Title)

Partner (s)

Attorney-in-Fact

Other _____

Attachment: Agreement (4164) : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO BOGH ENGINEERING, INC. FOR THE JUAN

CONTRACTOR'S BONDS

Attachment: Agreement (4164 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO BOGH ENGINEERING, INC. FOR THE JUAN

City of Moreno Valley
Project No. 801 0077

BOND No. _____

PREMIUM \$ _____

**FAITHFUL PERFORMANCE BOND
(100% of Total Contract Price)**

**PROJECT NO. 801 0077
ATPSB1L-5441(074)
JUAN BAUTISTA DE ANZA
MULTI-USE TRAIL - PHASE 2**

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City," has awarded to **Bogh Engineering Inc.**, as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City of Moreno Valley, and identified as **Project No. 801 0077**, and all Contract Documents are hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Contract Documents is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and _____, as Surety, are held and firmly bound unto the City of Moreno Valley, County of Riverside in the penal sum of _____ dollars, (\$ _____), lawful money of the United States, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors, and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in said Contract Documents and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

Contractor and Surety agree that this Faithful Performance Bond shall not be considered a part of this Agreement between Contractor and the City ("Agreement"). Contractor and Surety further agree that this Faithful Performance Bond is a separate obligation of the Contractor and its Surety, and that any attorney's fee provision contained in this Faithful Performance Bond shall not apply to the Agreement. In the event there is any litigation between the parties arising from the breach of the Agreement, each party will bear its own attorneys' fees in the litigation.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract Documents or to the Work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract Documents or to the Work or the Provisions.

(SIGNATURE PAGE FOLLOWS)

Faithful Performance Bond
00601-1

Attachment: Agreement (4164) : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO BOGH ENGINEERING, INC. FOR THE JUAN

City of Moreno Valley
Project No. 801 0077

BOND No. _____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day
of _____ 20____.

CONTRACTOR (Principal)

SURETY

Contractor Name: _____

Name: _____

Address: _____

Address: _____

Telephone No.: _____

Telephone No.: _____

Print Name: _____

Print Name: _____
Attorney-in-Fact

Signature: _____

Signature: _____

Approved as to Form this

_____ day of _____ 20____

City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by a California admitted surety insurer (CCP 995.311).
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact.
- The bond shall include an attached Notary Certificate for the Contractor.
- The bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety.
- The bond shall include the address at which the Principal (Contractor) and Surety may be served with notices, papers and other documents.
- The Contractor's and Surety's corporate seal may be affixed hereto.

Faithful Performance Bond
00601-2

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)
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 acknowledgement 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 of Notary Public

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

PERFORMANCE BOND SIGNATURE PAGE
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

(Title)

- Partner (s)
- Attorney-in-Fact
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly appears above in the notary section or a separate acknowledgment form must property completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

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- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
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- Signature of the notary public must match the signature on file with the office of the county clerk.
- Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
- Indicate title or type of attached document, number of pages and date.
- Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

Attachment: Agreement (4164 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO BOGH ENGINEERING, INC. FOR THE JUAN

City of Moreno Valley
Project No. 801 0077

BOND No. _____

PREMIUM \$ _____

**LABOR AND MATERIALS PAYMENT BOND
(100% of Total Contract Amount)**

**PROJECT NO. 801 0077
ATPSB1L-5441(074)
JUAN BAUTISTA DE ANZA
MULTI-USE TRAIL - PHASE 2**

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City", has awarded to **Bogh Engineering Inc.**, as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City of Moreno Valley, and identified as **Project No. 801 0077**, and Contract Documents are hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Contract Documents is required to furnish a bond to secure the payment of claims of laborers, mechanics, materialmen, and other persons, as provided by law;

NOW, THEREFORE, we the undersigned Contractor and _____, as Surety are held and firmly bound unto the City of Moreno Valley, County of Riverside, in the penal sum of _____ dollars, (\$ _____), lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors, and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor, his or her or its heirs, executors, administrator, successors, or assigns, or subcontractors, shall fail to pay any of the persons described in the State of California Civil Code, Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his or her subcontractors, pursuant to Section 13020, of the Unemployment Insurance Code, with respect to such work and labor, that the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In the event suit is brought upon this bond by the City or other person entitled to bring such an action and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

Contractor and Surety agree that this Labor and Materials Payment Bond shall not be considered a part of this Agreement between Contractor and the City ("Agreement"). Contractor and Surety further agree that this Labor and Materials Payment Bond is a separate obligation of the Contractor and its Surety, and that any attorney's fee provision contained in this Labor and Materials Payment Bond shall not apply to the Agreement. In the event there is any litigation between the parties arising from the breach of the Agreement, each party will bear its own attorneys' fees in the litigation.

This bond shall inure to the benefit of any of the persons described in the State of California Civil Code Section 9100, to give a right of action to such persons or their assigns in any suit brought upon this bond.

Labor and Materials Payment Bond
00602-1

Attachment: Agreement (4164 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO BOGH ENGINEERING, INC. FOR THE JUAN

(SIGNATURE PAGE FOLLOWS)

Attachment: Agreement (4164 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO BOGH ENGINEERING, INC. FOR THE JUAN

BOND No. _____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day
of _____ 20____.

CONTRACTOR (Principal)

SURETY

Contractor Name: _____

Name: _____

Address: _____

Address: _____

Telephone No.: _____

Telephone No.: _____

Print Name: _____

Print Name: _____

Attorney-in-Fact

Signature: _____

Signature: _____

Approved as to Form this

_____ day of _____ 20____

City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by a California admitted surety insurer (CCP 995.311).
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact.
- The bond shall include an attached Notary Certificate for the Contractor.
- The bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety.
- The bond shall include the address at which the Principal (Contractor) and Surety may be served with notices, papers and other documents.
- The Contractor's and Surety's corporate seal may be affixed hereto.

Attachment: Agreement (4164 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO BOGH ENGINEERING, INC. FOR THE JUAN

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)
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 acknowledgement 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 of Notary Public (Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

PAYMENT BOND SIGNATURE PAGE
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

CAPACITY CLAIMED BY THE SIGNER

Individual(s)
 Corporate Officer

(Title)

Partner (s)
 Attorney-in-Fact
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

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- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/they, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
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- Signature of the notary public must match the signature on file with the office of the county clerk.
- Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
- Indicate title or type of attached document, number of pages and date.
- Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary)
- Securely attach this document to the signed document.

Attachment: Agreement (4164 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO BOGH ENGINEERING, INC. FOR THE JUAN



Report to City Council

TO: Mayor and City Council

FROM: Manuel A. Mancha, Community Development Director

AGENDA DATE: November 17, 2020

TITLE: APPROVE AMENDMENTS TO TERMINATION DATE FOR INDEPENDENT CONTRACTOR AGREEMENTS WITH TOW OPERATORS THAT PARTICIPATE IN THE CITY-WIDE ROTATIONAL TOW SERVICES PROGRAM

RECOMMENDED ACTION

1. Approve the Amendments with Exclusive Recovery, Inc. dba Exclusive Towing, Doyle Tucker dba Moreno Valley Tow, Pepe's Towing, Inc., and Valley Wide Towing, L.L.C. for Rotational Tow Services;
2. Authorize the City Manager, or his designee, to execute the Amendments with the Tow Operators subject to the City Attorney's approval, under approved terms of the agreement; and
3. Authorize the City Manager, or his designee, to execute optional Amendments to extend the expiration three additional months if necessary, subject to the City Attorney's approval.

SUMMARY

This report recommends approval of amendments with the participants in the City's Rotational Tow Services Program: Exclusive Recovery, Inc. dba Exclusive Towing; Doyle Tucker dba Moreno Valley Tow; Pepe's Towing, Inc.; and Valley Wide Towing, L.L.C. ("Tow Operators"). These amendments will extend the Tow Operators' contracts an additional six months through June 30, 2021, to allow for continued Rotational Tow Service Program ("Program") operations. This report also authorizes the City Manager to extend the contracts an additional three months through September 30, 2021, if necessary, to continue Program operations.

DISCUSSION

On December 15, 2015, the City Council approved Independent Contractor Agreements for each Tow Operator for a 5-year term of January 1, 2016, through December 31, 2020. Before December 31, 2019, the Program was administered by an off-site Consultant. On January 1, 2020, the Code and Neighborhood Services Division resumed the towing agreement's administration.

The Code and Neighborhood Services staff has started to analyze the Program to identify any streamlining or procedural improvements to simplifying the Program. The intent is to identify any revisions that would benefit the City as well as the Tow Operators. However, due to the reprioritization of activities and resources related to the COVID-19 virus pandemic response, additional time is needed to finish analyzing the Program. As such, amendments to the existing agreements are proposed to ensure this valuable service is provided to Moreno Valley citizens. The Amendments will allow for continued Rotational Tow Service Program operations through June 30, 2021, with the option to allow the City Manager to extend the agreements for an additional three months through September 30, 2021, if necessary.

Staff recommends approving the amendments to allow sufficient time to finish the review of the Program, recommend adjustments as necessary, and conduct the procurement process in early calendar year 2021.

ALTERNATIVES

1. Approve the amendments with Exclusive Recovery, Inc. dba Exclusive Towing, Doyle Tucker dba Moreno Valley Tow, Pepe's Towing, Inc., and Valley Wide Towing, L.L.C. for Rotational Tow Services, authorize the City Manager, or his designee, to execute the amendments, subject to the approval of the City Attorney. *This alternative is recommended by staff as it continues the existing levels of service for the Rotational Tow Services Program while allowing staff to review the Program for any improvements.*
2. Do not approve the amendments with Exclusive Recovery, Inc. dba Exclusive Towing, Doyle Tucker dba Moreno Valley Tow, Pepe's Towing, Inc., and Valley Wide Towing, L.L.C. for Rotational Tow Services. *This alternative is not recommended by staff and would require additional direction for staff.*

FISCAL IMPACT

There are no funding impacts associated with the recommended actions in this staff report.

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

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

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

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

CITY COUNCIL STRATEGIC PRIORITIES

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

ATTACHMENTS

1. Tow Agreement - Tolling Amendment - Exclusive 20201022
2. Tow Agreement - Tolling Amendment - Moreno Valley 20201022
3. Tow Agreement - Tolling Amendment - Pepe's 20201022
4. Tow Agreement - Tolling Amendment - Valley Wide 20201022

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	11/06/20 11:46 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	11/09/20 11:04 AM

**CITY OF MORENO VALLEY
INDEPENDENT CONTRACTOR AGREEMENT
ROTATIONAL TOW SERVICES PROGRAM**

**CONTRACT PERIOD
TOLLING
AMENDMENT**

The Rotational Tow Services Program Agreement (“Agreement”), dated **February 8, 2016**, by and between the City of Moreno Valley, California, a municipal corporation (“City”) and **Exclusive Recovery, Inc., dba Exclusive Towing**, as an independent contractor (“Tow Operator”) is hereby amended to toll the Agreement’s “Ending Date” of the “Contract Period” until **June 30, 2021** (“Tolling Period”) to preserve the status quo in the City’s Rotational Tow Services Program while the City contemplates changes in the City’s Rotational Tow Services Program to ensure that the Program is administered fairly in a manner that does not subject members of the public to overly burdensome costs while providing the current and prospective tow operators under the Program with an opportunity to obtain a fair and reasonable return on the services they provide the City under the Program.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. Section 2 (Contract Period) of the Agreement shall be amended to toll the “Ending Date” of December 31, 2020, to June 30, 2021, without any increases in the rates, charges and/or fees charged to, imposed on or collected from City or any members of the public under the Agreement in effect on December 31, 2020.

2. Unless otherwise provided herein, the remaining provisions of the Agreement and any duly approved amendments thereto shall remain in full force and effect up though June 30, 2021.

3. Nothing in this Amendment shall be interpreted to promise or guarantee any further tolling of the Ending Date of the Agreement or any assurance that the Tow Operator will be eligible to continue to participate in the City’s Rotational Tow Services Program, as it may be modified in the future.

4. Notwithstanding the foregoing, the City reserves the right to terminate the Tolling Period set forth herein with 30 days advanced written notice at any time prior to June 30, 2021.

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

SIGNATURE PAGE TO FOLLOW

Attachment: Tow Agreement - Tolling Amendment - Exclusive 20201022 (4200 : APPROVE AMENDMENTS TO TERMINATION DATE FOR

INDEPENDENT CONTRACTOR AGREEMENT
CONTRACT PERIOD
TOLLING AMENDMENT

CITY OF MORENO VALLEY	Exclusive Recovery, Inc., dba Exclusive Towing
_____	_____
Mike Lee, City Manager	Signature
_____	_____
Date	Print Name
_____	_____
	Print Title

	Date

Attachment:

Rotational Tow Services Program Agreement

INTERNAL USE ONLY
APPROVED AS TO LEGAL FORM:

Steven B. Quintanilla, Interim City Attorney

Date
RECOMMENDED FOR APPROVAL:

Marshall Eyerman, Assistant City Manager

Date

Manuel A. Mancha, Community Development Director

Date

Attachment: Tow Agreement - Tolling Amendment - Exclusive 20201022 (4200 : APPROVE AMENDMENTS TO TERMINATION DATE FOR

**CITY OF MORENO VALLEY
INDEPENDENT CONTRACTOR AGREEMENT
ROTATIONAL TOW SERVICES PROGRAM**

**CONTRACT PERIOD
TOLLING
AMENDMENT**

The Rotational Tow Services Program Agreement (“Agreement”), dated **March 30, 2016**, by and between the City of Moreno Valley, California, a municipal corporation (“City”) and **Doyle Tucker dba Moreno Valley Tow**, as an independent contractor (“Tow Operator”) is hereby amended to toll the Agreement’s “Ending Date” of the “Contract Period” until **June 30, 2021** (“Tolling Period”) to preserve the status quo in the City’s Rotational Tow Services Program while the City contemplates changes in the City’s Rotational Tow Services Program to ensure that the Program is administered fairly in a manner that does not subject members of the public to overly burdensome costs while providing the current and prospective tow operators under the Program with an opportunity to obtain a fair and reasonable return on the services they provide the City under the Program.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. Section 2 (Contract Period) of the Agreement shall be amended to toll the “Ending Date” of December 31, 2020, to June 30, 2021, without any increases in the rates, charges and/or fees charged to, imposed on or collected from City or any members of the public under the Agreement in effect on December 31, 2020.

2. Unless otherwise provided herein, the remaining provisions of the Agreement and any duly approved amendments thereto shall remain in full force and effect up though June 30, 2021.

3. Nothing in this Amendment shall be interpreted to promise or guarantee any further tolling of the Ending Date of the Agreement or any assurance that the Tow Operator will be eligible to continue to participate in the City’s Rotational Tow Services Program, as it may be modified in the future.

4. Notwithstanding the foregoing, the City reserves the right to terminate the Tolling Period set forth herein with 30 days advanced written notice at any time prior to June 30, 2021.

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

SIGNATURE PAGE TO FOLLOW

Attachment: Tow Agreement - Tolling Amendment - Moreno Valley 20201022 (4200 : APPROVE AMENDMENTS TO TERMINATION DATE FOR

INDEPENDENT CONTRACTOR AGREEMENT
CONTRACT PERIOD
TOLLING AMENDMENT

CITY OF MORENO VALLEY	Doyle Tucker dba Moreno Valley Tow
_____	_____
Mike Lee, City Manager	Signature
_____	_____
Date	Print Name
_____	_____
	Print Title

	Date

Attachment:

Rotational Tow Services Program Agreement

INTERNAL USE ONLY
APPROVED AS TO LEGAL FORM:

Steven B. Quintanilla, Interim City Attorney

Date
RECOMMENDED FOR APPROVAL:

Marshall Eyerman, Assistant City Manager

Date

Manuel A. Mancha, Community Development Director

Date

Attachment: Tow Agreement - Tolling Amendment - Moreno Valley 20201022 (4200 : APPROVE AMENDMENTS TO TERMINATION DATE FOR

**CITY OF MORENO VALLEY
INDEPENDENT CONTRACTOR AGREEMENT
ROTATIONAL TOW SERVICES PROGRAM**

**CONTRACT PERIOD
TOLLING
AMENDMENT**

The Rotational Tow Services Program Agreement (“Agreement”), dated **February 18, 2016**, by and between the City of Moreno Valley, California, a municipal corporation (“City”) and **Pepe’s Towing, Inc.**, as an independent contractor (“Tow Operator”) is hereby amended to toll the Agreement’s “Ending Date” of the “Contract Period” until **June 30, 2021** (“Tolling Period”) to preserve the status quo in the City’s Rotational Tow Services Program while the City contemplates changes in the City’s Rotational Tow Services Program to ensure that the Program is administered fairly in a manner that does not subject members of the public to overly burdensome costs while providing the current and prospective tow operators under the Program with an opportunity to obtain a fair and reasonable return on the services they provide the City under the Program.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. Section 2 (Contract Period) of the Agreement shall be amended to toll the “Ending Date” of December 31, 2020, to June 30, 2021, without any increases in the rates, charges and/or fees charged to, imposed on or collected from City or any members of the public under the Agreement in effect on December 31, 2020.

2. Unless otherwise provided herein, the remaining provisions of the Agreement and any duly approved amendments thereto shall remain in full force and effect up through June 30, 2021.

3. Nothing in this Amendment shall be interpreted to promise or guarantee any further tolling of the Ending Date of the Agreement or any assurance that the Tow Operator will be eligible to continue to participate in the City’s Rotational Tow Services Program, as it may be modified in the future.

4. Notwithstanding the foregoing, the City reserves the right to terminate the Tolling Period set forth herein with 30 days advanced written notice at any time prior to June 30, 2021.

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

SIGNATURE PAGE TO FOLLOW

Attachment: Tow Agreement - Tolling Amendment - Pepe's 20201022 (4200 : APPROVE AMENDMENTS TO TERMINATION DATE FOR

INDEPENDENT CONTRACTOR AGREEMENT
CONTRACT PERIOD
TOLLING AMENDMENT

CITY OF MORENO VALLEY	Pepe's Towing, Inc.
_____	_____
Mike Lee, City Manager	Signature
_____	_____
Date	Print Name
_____	_____
	Print Title

	Date

Attachment:

Rotational Tow Services Program Agreement

INTERNAL USE ONLY
APPROVED AS TO LEGAL FORM:

Steven B. Quintanilla, Interim City Attorney

Date
RECOMMENDED FOR APPROVAL:

Marshall Eyerman, Assistant City Manager

Date

Manuel A. Mancha, Community Development Director

Date

Attachment: Tow Agreement - Tolling Amendment - Pepe's 20201022 (4200 : APPROVE AMENDMENTS TO TERMINATION DATE FOR

**CITY OF MORENO VALLEY
INDEPENDENT CONTRACTOR AGREEMENT
ROTATIONAL TOW SERVICES PROGRAM**

**CONTRACT PERIOD
TOLLING
AMENDMENT**

The Rotational Tow Services Program Agreement (“Agreement”), dated **February 18, 2016**, by and between the City of Moreno Valley, California, a municipal corporation (“City”) and **Valleywide Towing, LLC**, as an independent contractor (“Tow Operator”) is hereby amended to toll the Agreement’s “Ending Date” of the “Contract Period” until **June 30, 2021** (“Tolling Period”) to preserve the status quo in the City’s Rotational Tow Services Program while the City contemplates changes in the City’s Rotational Tow Services Program to ensure that the Program is administered fairly in a manner that does not subject members of the public to overly burdensome costs while providing the current and prospective tow operators under the Program with an opportunity to obtain a fair and reasonable return on the services they provide the City under the Program.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. Section 2 (Contract Period) of the Agreement shall be amended to toll the “Ending Date” of December 31, 2020, to June 30, 2021, without any increases in the rates, charges and/or fees charged to, imposed on or collected from City or any members of the public under the Agreement in effect on December 31, 2020.

2. Unless otherwise provided herein, the remaining provisions of the Agreement and any duly approved amendments thereto shall remain in full force and effect up though June 30, 2021.

3. Nothing in this Amendment shall be interpreted to promise or guarantee any further tolling of the Ending Date of the Agreement or any assurance that the Tow Operator will be eligible to continue to participate in the City’s Rotational Tow Services Program, as it may be modified in the future.

4. Notwithstanding the foregoing, the City reserves the right to terminate the Tolling Period set forth herein with 30 days advanced written notice at any time prior to June 30, 2021.

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

SIGNATURE PAGE TO FOLLOW

Attachment: Tow Agreement - Tolling Amendment - Valley Wide 20201022 (4200 : APPROVE AMENDMENTS TO TERMINATION DATE FOR

INDEPENDENT CONTRACTOR AGREEMENT
CONTRACT PERIOD
TOLLING AMENDMENT

CITY OF MORENO VALLEY	Valleywide Towing, LLC
_____	_____
Mike Lee, City Manager	Signature
_____	_____
Date	Print Name
_____	_____
	Print Title

	Date

Attachment:

Rotational Tow Services Program Agreement

INTERNAL USE ONLY
APPROVED AS TO LEGAL FORM:

Steven B. Quintanilla, Interim City Attorney

Date
RECOMMENDED FOR APPROVAL:

Marshall Eyerman, Assistant City Manager

Date

Manuel A. Mancha, Community Development Director

Date

Attachment: Tow Agreement - Tolling Amendment - Valley Wide 20201022 (4200 : APPROVE AMENDMENTS TO TERMINATION DATE FOR



Report to City Council

TO: Mayor and City Council

FROM: John Salisbury, Chief of Police

AGENDA DATE: November 17, 2020

TITLE: APPROVAL TO USE ASSET FORFEITURE FUNDS TO PURCHASE AN UNMANNED AIRCRAFT SYSTEM IN FY 2020/21

RECOMMENDED ACTION

Recommendations:

1. Authorize the police department to purchase one new DJI Mavic 2 Enterprise Dual unmanned aircraft system/vehicle (UAS/UAV) to utilize as a force multiplier for events, including but not limited to fireworks enforcement. The total cost for the UAV is \$4,997.00 (UAV \$4,637.49 plus \$359.41 tax.)
2. Authorize a budget adjustment of \$4,997.00 (UAV \$4,637.49 plus \$359.41 tax.) to the General Fund (1010) Police Asset Forfeiture revenue and expenditure accounts.

SUMMARY

This report recommends the City Council authorize the Moreno Valley Police Department to purchase the following equipment for \$4,997 with Asset Forfeiture Funds:

- (1) DJI Mavic 2 Enterprise Dual UAV (Includes: extra batteries and battery charging hub)

DISCUSSION

In August 2019, City Council addressed staff regarding continued complaints on the use of fireworks in Moreno Valley. As a result, Council directed staff to form a Fireworks Taskforce.

On September 19, 2019, staff met to discuss the taskforce and put together recommendations to present to the Public Safety Sub-Committee (PSSC). Those recommendations were presented to the Committee at the November 19, 2019 meeting.

On June 18, 2020, staff provided the Committee with an update regarding the plan of action, per the directions of the Committee, for the newly assembled Fireworks Taskforce for the 4th of July holiday. During this meeting, a Committee member recommended staff to purchase additional UAV's for the Police and Fire Departments to use as force multipliers for firework enforcement in the future.

Presently, the City of Moreno Valley has (7) FAA certified UAV pilots in public safety (3 – Police and 4 – Fire). With the New Year's Eve holiday approaching, staff would like to procure the following:

(1) Mavic 2 Dual aircraft	\$3,850.00
(4) Mavic 2 Enterprise Pt2 battery	\$756.00
(1) Mavic 2 Rapid Charger	\$62.99
Discount	-\$31.50
Taxes	\$359.41
Total	\$4,996.90

The Moreno Valley Police Department personnel has operated a pilot UAS program since June 2016 and are very experienced with utilizing this type of equipment.

ALTERNATIVES

Council has the following alternatives:

1. Authorize the Police Department to purchase an unmanned aircraft system and supporting equipment utilizing \$4,997.00 of Asset Forfeiture funds to acquire this equipment and approve budget adjustments as set forth in the Fiscal Impact section of this report. *Staff recommends this alternative.*
2. Do not authorize the Police Department to purchase an unmanned aircraft system and supporting equipment utilizing \$4,997.00 of Asset Forfeiture funds to acquire this equipment and approve budget adjustments as set forth in the Fiscal Impact section of this report. *Staff does not recommend this alternative.*

FISCAL IMPACT

The Moreno Valley Police Department is requesting City Council to approve the use of asset forfeiture funding held by the County of Riverside to purchase a UAV and supporting equipment. Funding for this purchase will, if approved, not have an impact on the City's General Fund in FY 2020/21. The requested FY 2020/21 budget appropriation will be as follows:

Description	Fund	GL Account No.	Type (Rev/Exp)	FY 20/21 Budget	FY 20/21 Proposed Amendment	FY 20/21 Amended Budget
Asset Forfeiture Revenue (from County)	Gen. Fund	1010-60-65-40010-480150	Rev	\$0	\$4,997	\$4,997
Oper Mtrls – Furn & Equip	Gen. Fund	1010-60-65-40010-630330	Exp	\$15,000	\$4,997	\$19,997

PREPARATION OF STAFF REPORT

Prepared By:
Robert Grmusha
Sergeant

Department Head Approval:
John Salisbury
Chief of Police

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. Drone Quote - 10.29.20

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	11/04/20 6:02 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	11/05/20 5:53 PM



Drones Made Easy

Mavic 2 Enterprise Dual

Estimate expires on November 27, 2020

Accept

Estimate #002936
October 29, 2020

Customer
Mitchell Quinonez
City of Moreno Valley Fire
mitchellq@moval.org
+1 (951) 486-6780
22870 Calle San Juan de Los Lagos
Moreno Valley, CA 92553

Message
Mitchell this is what we quoted last time. Lets catch up tomorrow and see if you need it adjusted in any way. Let me know if you have any questions. We look forward to working with you. --Brian

Mavic 2 Enterprise Dual	\$3,850.00
(1) Mavic 2 Dual aircraft (1) Mavic 2 remote controller (1) Mavic 2 battery (1) Mavic 2 battery charger (1) Enterprise speaker (1) Enterprise spotlight (1) Enterprise beacon (1) Hard shell carrying case (3) pairs of low-noise propellers 1 Year Enterprise Shield Basic Insurance Included With Smart Controller	
Mavic 2 Enterprise Pt2 battery	\$756.00
(\$189.00 ea.) x 4	
Mavic 2 Rapid Charger	\$62.99
Activate and Upgrade Service	\$0.00
License for Tag Pilot	\$1,000.00
Shipping	\$0.00
<hr/>	
50% Discount (50%)	-\$31.50
Free (100%)	-\$1,000.00
<hr/>	
Subtotal	\$4,637.49
Sales Tax	\$359.41
<hr/>	
Total	\$4,996.90

Attachment: Drone Quote - 10.29.20 (4202 : APPROVAL TO USE ASSET FORFEITURE FUNDS TO PURCHASE AN UNMANNED AIRCRAFT



Report to City Council

TO: Mayor and City Council

FROM: John Salisbury, Chief of Police

AGENDA DATE: November 17, 2020

TITLE: AUTHORIZE THE EXPANSION OF THE COMMERCIAL VEHICLE SAFETY PROGRAM UTILIZING ASSET FORFEITURE FUNDS

RECOMMENDED ACTION

Recommendations:

1. Approve the expansion of the Commercial Vehicle Safety Program.
2. Approve the use of asset forfeiture funds and the proposed budget adjustments as set forth in the Fiscal Impact section of this report.

SUMMARY

This report recommends the City Council authorize the Moreno Valley Police Department to expand the Commercial Vehicle Safety Program for an estimated cost of \$119,696. The cost includes the following:

- New commercial truck
- Required modifications
- Needed miscellaneous equipment, which includes but is not limited to four analog scales and a camper shell
- Commercial Enforcement training for new personnel

The program will strive to decrease vehicle collisions associated with commercial vehicle traffic through enforcement of vehicle and municipal codes within the Moreno Valley city limits, as well as provide commercial vehicle safety and educational presentations. This item was presented to to the Public Safety Sub Committee for discussion at the September 15 and October 20 meetings.

DISCUSSION

The City of Moreno Valley contains 489.8 roadway miles, over 1,100 lane miles and 180 intersections with tri-phase signal lights. After implementing the Commercial Vehicle Safety Program, the assigned officers established relationships with local commercial vehicle programs and utilized them as an additional resource. Because of those relationships, were able to utilize other teams as a force multiplier to combat issues when the need arises. With the additional Commercial Enforcement Officer, the team will have additional resources readily available to the Commercial Vehicle population over the 50 square miles of the City. The proposed addition would act to supplement daily enforcement efforts, and provide relief during absences for training and other vital police functions.

The Moreno Valley Police Department recognizes the continued need for local law enforcement participation in a Commercial Vehicle Safety Program. Commercial Enforcement Officers conduct inspections of commercial vehicles and look for unsafe conditions and equipment defects such as faulty brakes, steering, and structural deficiencies in trucks and trailers. Commercial Enforcement Officers also ensure commercial vehicles conform to weight requirements as set forth in the California Vehicle Code and Moreno Valley Municipal Code.

Many city streets are not designated as truck routes and are not large enough to allow proper passage of commercial vehicles. Overweight trucks damage roadway surfaces, and those exceeding length requirements often impede traffic and/or strike stationary objects such as posts, street signs, and fire hydrants.

Commercial trucks illegally parked in the city of Moreno Valley create a visual hazard for approaching vehicles and pedestrians. Collisions involving illegally parked commercial vehicles frequently lead to extensive vehicle damage and injuries. Additionally, the illegally parked commercial vehicles are targets for vehicle burglaries and thefts. Occasionally, the drivers illegally dump their trash and vehicle fluids onto city streets. These instances create a visual nuisance and can diminish property values.

Since the inception of the Commercial Vehicle Safety Program, the team issued over 1700 Unlawful Commercial Vehicle Parking Citations and over 1500 No Stopping/Parking citations using the City Municipal Code. The team issued hundreds of citations for Commercial Vehicles being off the Truck Route, Overweight Vehicles, Unsafe Vehicle Loads, Unsafe Towing, and other Commercial Vehicle Violations.

Commercial Enforcement Officers will continue to educate the public about various commercial vehicle related issues such as designated truck routes, parking zones, legal updates, and safety requirements. Officers will meet with commercial vehicle owners, businesses, and others to provide safety presentations.

ALTERNATIVES

The Council has the following alternatives:

1. Approve the recommendation for the expansion of the Commercial Vehicle Safety Program and budget adjustments to the adopted budget as set forth in the Fiscal Impact section of this report. ***Staff recommends this alternative as it will promote increased public safety and quality of life by mitigating the negative impact from commercial vehicle collisions and roadway damage in the city.***

2. Decline the expansion of the Commercial Vehicle Safety Program and budget adjustments to the adopted budget as set forth in the Fiscal Impact section of this report. ***Staff does not recommend this alternative as it will prevent proactive expanded enforcement of commercial vehicle laws which can have a negative impact on the residents of the city.***

FISCAL IMPACT

The MVPD is requesting City Council to approve using asset forfeiture funds, held by the County of Riverside, to pay for the equipment and training to expand the Commercial Vehicle Safety Program. The use of asset forfeiture funds eliminates all costs to the City’s General Fund. A basic summary of the expenses the asset forfeiture funds would cover are as follows:

- ¾ Ton truck purchase \$ 45,000
- Emergency vehicle lights, siren, radio and Installation of equipment \$ 28,239
- Purchase of four analog scales \$ 20,380
- Data cables (RCIT) \$ 2,681
- Purchase of tablet/keyboard/citation printer \$ 6,896
- Etc.
- Miscellaneous other equipment
- (Including tools, measuring devices and etc.) \$ 15,000

- Flight, hotel, rental car and per diem for one officer to attend: 40-hour training course on Hazardous Materials, 40-hour course on Commercial Vehicle Enforcement, and CHP Commercial Enforcement Class & Hazardous Material Class \$ 1,500

Total Expenses: \$119,696

An amount of \$119,696 from asset forfeiture funds, held by the County of Riverside, would cover estimated expenses for training and equipment. No additional funding is needed for the one additional team member added to the program. This is because the Police Department will utilize an existing dedicated position.

Revenue/Expenditure Appropriation

Description	Fund	GL Account No.	Type (Rev/Exp)	FY 2020/2021 Proposed Budget Amendment
Asset Forfeiture Revenue (from County)	1010	60-65-40010-480150	Rev	\$ 119,696
¾ Ton Truck Purchase	1010	60-67-40210-660312	Exp	\$ 45,000
Emergency Vehicle lights, siren radio, and installation of equipment including camper shell	1010	60-67-40210-660312	Exp	\$ 28,239
Haenni Analog Scales (Sole Source)	1010	60-67-40210-660310	Exp	\$ 20,380
Data Cables (RCIT)	1010	60-67-40210-630910	Exp	\$ 2,681
Purchase of Tablet/Keyboard/Citation printer	1010	60-67-40210-630910	Exp	\$ 6,896
Tools, Measuring Devices, etc.	1010	60-67-40210-630320	Exp	\$ 15,000
Commercial Enforcement & Hazardous Material Class	1010	60-67-40210-620510	Exp	\$ 1,500

NOTIFICATION

Publication of the agenda.

PREPARATION OF STAFF REPORT

Prepared by:
Nathan Kaas
Sergeant

Department Head Approval:
John Salisbury
Chief of Police

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. CEP Parking Citation Report 9.1.17-8.31.20
- 2. CEP Equipment Quotes - 9.24.20

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	9/28/20 4:55 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	9/29/20 9:55 AM

**RIVERSIDE COUNTY SHERIFF'S DEPARTMENT
MORENO VALLEY STATION**

Parking Citation Report

From 9/1/2017 to 8/31/2020

17-Sep-20

<u>Violation</u>	<u>Description</u>	<u>Number of Cites</u>	<u>Total Bail</u>
		0	
1.12.130		1	\$41.00
11.24.200		1	\$32.50
12.038.020		1	\$86.00
12.050.040		1	\$86.00
12.12.050	LOITERING-OBSTRUCTING VEH/ PED TRAFFIC	4	\$307.50
12.12.130	NO STOPPING, PARKING	1550	\$90,294.50
12.308B2		1	\$86.00
12.36.020		1	\$86.00
12.36.050A	VEH WEIGHT OVER 3 TONS OFF TRUCK ROUTE	3	\$258.00
12.38.020 a		3	\$258.00
12.38.020 A3		1	\$86.00
12.38.020A		3	\$258.00
12.38.020A3		2	\$204.50
12.38.020B	UNLAWFUL COMMERCIAL VEHICLE PARKING	1744	\$169,827.00
12.38.040A		6	\$246.00
12.38.130		1	\$86.00

1

Attachment: CEP Parking Citation Report 9.1.17-8.31.20 (4171 : AUTHORIZE THE EXPANSION OF THE COMMERCIAL VEHICLE SAFETY

<u>Violation</u>	<u>Description</u>	<u>Number of Cites</u>	<u>Total Bail</u>
12.44.040		12	\$390.00
12.44.040A		1	\$41.00
12.44.40		1	\$32.50
12.50.040		25	\$2,322.00
12.50.040B		1	\$86.00
12.50.040D		1	\$229.50
12.50.404A		1	\$86.00
21113A	PUBLIC GROUNDS, TRESPASSING	109	\$3,720.00
21211A	STANDING, SITTING, ETC ON A CLASS I BIKEWAY	5	\$162.50
22.658		1	\$32.50
22500		1	\$32.50
22500 (F)		3	\$97.50
22500 F		2	\$142.50
22500.1		2	\$125.00
225001	PARKING; FIRE LANE	213	\$21,531.00
22500B	PARKING; CROSSWALK	4	\$155.50
22500D	PARKING; 15' F/STATION DRIVEWAY	1	\$32.50
22500E	PARKING; BLOCKING DRIVEWAY	19	\$634.00
22500F	PARKING; SIDEWALK	254	\$9,541.50
22500H	PARKING; DOUBLE	5	\$137.50
22500L	PARKING; BLOCKING HANDICAPPED ACCESS RAMP	2	\$865.00

<u>Violation</u>	<u>Description</u>	<u>Number of Cites</u>	<u>Total Bail</u>
22502A	PARKING; PARALLEL W/I 18 INCHES	242	\$11,598.00
22507		1	\$432.50
22507.8		2	\$865.00
22507.8 (A)		1	\$432.50
22507.8(A)		1	\$432.50
22507.8A		2	\$865.00
225078A	PARKING; STALL DESIGNATED DISABLED	676	\$298,719.50
225078B		1	\$432.00
225078C	PARKING; DISABLED PERSON LOADING ZONE	6	\$2,595.00
22514	PARKING; FIRE HYDRANT W/I 15 FEET	416	\$29,816.00
22522	PARKING; SIDEWALK ACCESS RAMP 3 FEET	1	\$432.50
22658		4	\$100.00
4000 (A) (1)		1	\$57.50
40001A	OWNER DIRECTING DRIVER	23	\$63,663.00
40004A	REGISTRATION REQUIRED	1	\$57.50
4000A1	EXPIRED	187	\$94,344.00
5200		1	\$115.00
5200A	DISPLAY OF LICENSE PLATES	349	\$200,968.50
5200B	DISPLAY ONE LICENSE PLATE; REAR	1	\$90.00
5204		3	\$230.00
5204A	TABS NOT ATTACHED; LICENSE PLATE	900	\$228,041.79

<u>Violation</u>	<u>Description</u>	<u>Number of Cites</u>	<u>Total Bail</u>
6.04.030		3	\$97.50
6.04.030P5C		1	\$32.50
6.04.040 (d) (2)		1	\$41.00
6.04.040.02		1	\$32.50
6.04.040.D2		1	\$41.00
6.04.040.DZ		1	\$32.50
EXPIRED REGI		1	\$57.50
MVMC 6.04.030		1	\$41.00
<u>Total Number of Cites and Total Bail Amount:</u>		6815	\$1,237,302.79

Attachment: CEP Parking Citation Report 9.1.17-8.31.20 (4171 : AUTHORIZE THE EXPANSION OF THE COMMERCIAL VEHICLE SAFETY

Moreno Valley Station Commercial Truck Quotes

2021 Chevrolet Silverado 2500HD (diesel) *(Includes lower half of doors painted white)*

Anderson Chevrolet (Lake Elsinore).....	\$40,813.75
Rotolo Chevrolet (Fontana).....	\$44,169.87
Mark Christopher Chevrolet (Ontario).....	\$46,721.64

Emergency Equipment Build *(Emergency lighting, siren, lighting controls, flashlight, bed cover, Extendobed, radio install etc.)*

Johnson Equipment	\$28,238.93
West Coast Lights and Siren.....	\$34,180.03

Data Cables (Modems and radio to antennas mounted on roof)

Data Cables (Riverside County RCIT).....	\$2,681.00
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Portable Truck Scales *(Sole source vendor)*

Load-O-Meter Corporation (Timonium, MD).....	\$20,380.00
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Tablet / Keyboard / Electronic Citation Writer & Printer

Getac F110 G5 Tablet (Riverside County TSB).....	\$2,880.00
Getac Hand Strap Bracket (Riverside County TSB).....	\$68.00
Getac F110 Detachable Keyboard (Riverside County TSB).....	\$396.00
TG#3 Electronics Public Safety Vehicle Keyboard (Riverside County TSB).	\$130.00
Getac T-800 (Riverside County TSB).....	\$1975.00
Getac Office Desktop Dock w/US AC Adapter.....	\$350.00
Getac X-Strap (for T-800).....	\$50.00
Getac SnapBack Extension Battery (T-800).....	\$150.00
Zebra ZQ520 Mobile Printer.....	\$675.00

Attachment: CEP Equipment Quotes - 9.24.20 (4171 : AUTHORIZE THE EXPANSION OF THE COMMERCIAL VEHICLE SAFETY PROGRAM

Zebra Power Adaptor.....	\$65.00
Extended Service Agreement (for T-800).....	\$157.00

Misc. Tools for truck (creeper, tire chalks, mechanic tool set etc. measuring devices, cones etc.).....	\$15,000.00
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****Cal Card Purchases****

TOTAL.....	\$114,009.68
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***** Previous request from city council in 2017 --- \$124,655*****



Quote

Date	Quote #
9/3/2020	3659

Bill To:

City of Moreno Valley
 15670 Perris Boulevard
 Moreno Valley Ca 92551

Ship To:

City of Moreno Valley
 15670 Perris Boulevard
 Moreno Valley, CA 92551

P.O. No.	Terms	FOB	Rep	Project	Make / Model / Year
	Net 30	Perris, Ca	GJ		2500 chev silverado
Qty	Item	Description	Each	Total	
1.00	C3 21TR52R65B3-6	Code-3 52" RSO Lightbar	1,090.09	1,090.09T	
1.00	C3 Z3SXP-1	Code-3 Z3 Serial Siren with Banshee built in, Push Button Control Head	661.26	661.26T	
1.00	C3 SWITCHNODE	Code-3 Matrix Node	142.60	142.60T	
1.00	C3 Z3S-OB-D-TH	Code-3 OBD module add-on option for Chevrolet Tahoe	198.95	198.95T	
2.00	C3 C3100U	Code 3 100w Speaker with Universal Bracket	129.10	258.20T	
1.00	C3 NASLTS839RB	Code-3 NarrowStik 40.5", (6) Amber TRS3 Torus™ Heads & (1) Red, (1) Blue Flashing ends, 18' Cable	774.54	774.54T	
1.00	C3 OP-087	Code-3 LED 35' Cable Upgrade	0.00	0.00T	
1.00	Misc parts	extended bed quote per customer supplied extendo bed drawing	5,060.00	5,060.00T	
1.00	Misc parts	Crate Charge	100.00	100.00T	
1.00	Freight	Shipping Charges	325.00	325.00	
1.00	GR 3173B	Go Rhino Lighted Push Bumper	287.50	287.50T	
1.00	C3 HB12PAK-B	Code 3 6-LED low profile Hide-A-Way Single color, Blue	56.11	56.11T	
1.00	C3 HB12PAK-A	Code 3 6-LED low profile Hide-A-Way Single color, Amber	56.11	56.11T	
2.00	C3 MR6MC-BW	Code 3 MR6 BlueWhite LED Hood or Flush Mount (Hardware included)	67.505	135.01T	
2.00	C3 MR6MC-RW	Code 3 MR6 RedWhite LED Hood or Flush Mount (Hardware included)	67.505	135.01T	
1.00	C3 ULTMC-BW	Code 3 12 LED, Mega Thin Surface Mount, MultiColor, 12-24V, Blue/White	66.70	66.70T	
2.00	C3 ULTMC-RW	Code 3 12 LED, Mega Thin Surface Mount, MultiColor, 12-24V, Red/White	66.70	133.40T	
1.00	Whe LSVBKT13	Whelen Chevy Silverado 1500/2500, 2014-2016, Under-the-Side View Mirror Mount for Two LINSV2 Series Sold Separately, Pair	15.79	15.79T	
			Subtotal		
			Sales Tax (7.75%)		
			Total		

Signature

Attachment: CEP Equipment Quotes - 9.24.20 (4171) : AUTHORIZE THE EXPANSION OF THE COMMERCIAL VEHICLE SAFETY PROGRAM



Quote

Date	Quote #
9/3/2020	3659

Bill To:

City of Moreno Valley
 15670 Perris Boulevard
 Moreno Valley Ca 92551

Ship To:

City of Moreno Valley
 15670 Perris Boulevard
 Moreno Valley, CA 92551

P.O. No.	Terms	FOB	Rep	Project	Make / Model / Year
	Net 30	Perris, Ca	GJ		2500 chev silverado
Qty	Item	Description	Each	Total	
1.00	Whe LINSV2R	Whelen V-Series Combination 180° Warning and Puddle Light with Scan-Lock Flash Patterns for Under Surface Mounting, Red	161.70	161.70T	
1.00	Whe LINSV2B	Whelen V-Series Combination 180° Warning and Puddle Light with Scan-Lock Flash Patterns for Under Surface Mounting, Blue	161.70	161.70T	
1.00	C3 UTLY14-SC	Code-3 Utility Bar, 14", Single, Combo, 12-56V	128.48	128.48T	
1.00	Troy CC-HDWB-20	Troy Products Universal Wide Body Console (8" slope/ 12" level)	409.53	409.53T	
1.00	Troy AC-TH15-WB	Troy Products console floor plate	0.00	0.00T	
1.00	Troy FP-WCENCOM-JD	Troy 4" faceplate for Whelen Cencom siren	0.00	0.00T	
1.00	Troy FP-MXTL2500	Troy Products 3" faceplate for 2500 and 5000 remote radios	0.00	0.00T	
1.00	Troy FP-TH15-USBDC	Troy Products FP-TH15-USBDC OEM DC Outlet/USB Face Plate	0.00	0.00T	
1.00	Troy FP-BLNK2	Troy Products 2" Blank Faceplate	0.00	0.00T	
1.00	Troy AC-INBH-G	Troy Products 4" Internal beverage holder w/rubber fingers	33.00	33.00T	
3.00	Troy AC-MCM1	Console dog-ear bracket for single mic	10.32667	30.98T	
1.00	Troy FP-UBCD996T	Troy Products 3" faceplate for Uniden Bearcat BCD996T Scanner	0.00	0.00T	
1.00	FS LF18ES-LED	Federal Signal LED maplight, 18", On/Off switch control	75.79	75.79T	
1.00	C3 MDASHCPE	Code 3 Preemption Traffic Signal, Dash Mount, 12v	173.86	173.86T	
1.00	Unity 218037-0002	Unity Mfg 335 Series 6" Round LED Spotlight with Black Head	256.80	256.80T	
1.00	Unity 218036-0002	Unity Mfg 330 Series 6" Round LED Spotlight with black head	256.80	256.80T	
1.00	Unity 8938	Unity Mfg Installation Kit, LH	40.25	40.25T	
1.00	Unity 8937	Unity Mfg Installation kit, RH	40.25	40.25T	
2.00	BS 7189B	Bussman 285 Series 150 Amp Breaker	25.61	51.22T	
					Subtotal
					Sales Tax (7.75%)
					Total

Signature

Attachment: CEP Equipment Quotes - 9.24.20 (4171) : AUTHORIZE THE EXPANSION OF THE COMMERCIAL VEHICLE SAFETY PROGRAM



Quote

Date	Quote #
9/3/2020	3659

Bill To:

City of Moreno Valley
 15670 Perris Boulevard
 Moreno Valley Ca 92551

Ship To:

City of Moreno Valley
 15670 Perris Boulevard
 Moreno Valley, CA 92551

P.O. No.	Terms	FOB	Rep	Project	Make / Model / Year
	Net 30	Perris, Ca	GJ		2500 chev silverado
Qty	Item	Description	Each	Total	
3.00	Ody PC1500DT	Odyssey Group 34/78 SAE top terminals and 3/8" x 16 female receptacle side terminals.	339.25	1,017.75T	
2.00	BS 5028B	Blue Sea Fuse Block STBlade 6circ w/cvr	18.39	36.78T	
2.00	BS 5026B	Blue Sea Fuse Block STBlade 12circ w/ground and cvr	27.07	54.14T	
2.00	BS 2002B	Blue Sea PowerPost 5/16in	5.39	10.78T	
1.00	BS 5502B	Blue Sea Fuse Block ClassT 225-400A	28.42	28.42T	
1.00	BS 5119B	Blue Sea Fuse A3T/Class T 300A	20.33	20.33T	
1.00	BS 5177B	Blue Sea Fuse Terminal 50A	7.23	7.23T	
1.00	BS 5183B	Blue Sea Fuse Terminal 100A	7.23	7.23T	
1.00	BS 2151B	Blue Sea Fuse Block TERMINAL 30-300A Dual	19.33	19.33T	
1.00	Cope 6001	Copeland Tophat power tamer w/ heavy duty relay	138.14	138.14T	
1.00	BS 7620B	Blue Sea 7620 MI-Series Automatic Charging Relay (Magnetic Latch) 12V Dc	121.79	121.79T	
1.00	C3 950	Code 3 Positive Output Wired Headlight Flasher	69.14	69.14T	
1.00	Misc parts	Streamlight 20702 SI-20L Flashlight	154.00	154.00T	
1.00	Laird MB8U	Antennex 3/4" Brass Mt, No Conn.	10.97	10.97T	
1.00	MV 36212000	Mastervolt PowerCombi 2000W 120V 100A Kit	780.00	780.00T	
1.00	MV 77010700	Mastervolt PowerCombi Remote Control Panel	112.03	112.03T	
2.00	Misc parts	15 Amp Outlets	70.00	140.00T	
1.00	Kus 091-18WP-120	Kussmaul Auto Eject 15WP, Weatherproof 120V--Specify Black	180.18	180.18T	
2.00	Max M84429-B	Maxxima Rigid White Linear Strip Light 48" LED's 900 Lumens	47.94	95.88T	
1.00	Misc parts	Snug top Pro, fiberglass side doors, 8 ft bed, glass rear door	2,490.00	2,490.00T	
1.00	GJ 7160-0542-00	Gamber Johnson TabCruzer For Getac F110 Vehicle Cradle Kit - No RF,	505.00	505.00T	
1.00	Lind GE1950-4580	Lind Electronics Getac, 11-16, Bare wire input 36", 72" output wire	124.95	124.95T	
Signature			Subtotal		
			Sales Tax (7.75%)		
			Total		

Attachment: CEP Equipment Quotes - 9.24.20 (4171) : AUTHORIZE THE EXPANSION OF THE COMMERCIAL VEHICLE SAFETY PROGRAM



Quote

Date	Quote #
9/3/2020	3659

Bill To:

City of Moreno Valley
 15670 Perris Boulevard
 Moreno Valley Ca 92551

Ship To:

City of Moreno Valley
 15670 Perris Boulevard
 Moreno Valley, CA 92551

P.O. No.	Terms	FOB	Rep	Project	Make / Model / Year	
	Net 30	Perris, Ca	GJ		2500 chev silverado	
Qty	Item	Description			Each	Total
1.00	GJ DS-138	Flat, vertical surface vehicle base. Attaches to upper pole. Ideal for mounting communication equipment to engine covers, console			48.44	48.44T
1.00	GJ 7160-0178	Gamber Johnson 7" Center-Mounted Complete Pole w/ Adjust. Height			58.37	58.37T
1.00	GJ 7170-0218-01	Gamber Johnson Tall Tablet Display Mount Kit: Mongoose and Keyboard Tray			478.17	478.17T
1.00	TG3 KBA-BLT-5RBUVS	TG3 BLT Series - 82 Key Backlit Illuminated Keyboard with Touchpad			216.00	216.00T
1.00	Uni BCT15XT	Uniden Bearcat Scanner			172.60	172.60T
1.00	Misc parts	Scanner Antenna			33.20	33.20T
1.00	Pano PWAT-182-SKE2...	Panorama 2 Sharkee Kit (RSO Specific)			375.00	375.00T
1.00	Misc parts	Uniden PC520XL CB			62.50	62.50T
1.00	Misc parts	stalker dual sl radar system			2,587.50	2,587.50T
1.00	Misc parts	PCTel MLB2700 CB Antenna			27.71	27.71T
1.00	Misc parts	Custom fabricated under seat box			415.00	415.00T
1.00	Set GK10301S1UHKSS...	Setina DUAL T-RAIL MOUNT GUN RACK WITH SC1 & SC5 GUN LOCKWITH HAND CUFF KEYS			335.73	335.73T
1.00	Misc parts	Misc battery cable, wire, fuses and hardware			500.00	500.00T
60.00	Labor	Installation Labor, Install all listed equipment customer supplied Radio and modem customer supplied tablet			62.50	3,750.00

Subtotal	\$26,500.92
Sales Tax (7.75%)	\$1,738.01
Total	\$28,238.93

Signature _____

Attachment: CEP Equipment Quotes - 9.24.20 (4171) : AUTHORIZE THE EXPANSION OF THE COMMERCIAL VEHICLE SAFETY PROGRAM

WEST COAST LIGHTS & SIRENS, INC.

601 COLUMBIA AVENUE
 UNIT "B"
 RIVERSIDE, CA 92507

Phone # 9517799257 trish@wcls.us
 Fax # 951-779-9256 WCLS.US



PROPOSAL

Date	Estimate #
9/11/2020	10481

Name / Address
COUNTY OF RIVERSIDE PURCHASING 2980 WASHINGTON STREET RIVERSIDE, CA 92504-4647

Terms	VEHICLE TYPE
Net 30/ 2% 15	

Item	Description	Qty	Cost	Total
80.00/HOUR	>>TO INSTALL THE FOLLOWING IN A 2021 CHEVY SILVERADO<< LABOR TO INSTALL THE FOLLOWING	60	80.00	4,800.00T
21TR52	>>LIGHTS & SIREN EQUIPMENT<< 52" 21TR+ LIGHTBAR - C#138223 - NEED RED/BLUE LENSES	1	1,231.10	1,231.10T
Z3SXP-1	Z3 SERIAL SIREN WITH BANSHEE BUILT IN, PUSH BUTTON CONTROL HEAD	1	690.00	690.00T
C3900-U	SIREN SPEAKER	2	150.00	300.00T
MTS835MC-RABA	MEGATHIN STICK, MULTI COLOR 35" 4 RED/AMBER 4 BLUE/AMBER	1	583.19	583.19T
FABRICATED	FABRICATION TO MOUNT REAR DIRECTIONAL & REAR RADAR	1	150.00	150.00T
HB6PAK-B	LED HIDE-A-BLAST, BLUE >>REAR TAILLIGHTS<<	1	57.00	57.00T
HB6PAK-R	LED HIDE-A-BLAST, RED >>REAR TAILLIGHTS<<	1	57.00	57.00T
ULT6-W	MEGA THIN 6 LED, WHITE	2	60.00	120.00T
MDASHCPE	PREEMPTION SUPPLY >>MOUNTED IN PASSENGER SIDE VISOR AREA<<	1	219.44	219.44T
920314	SR-SERIES PRO 20INCH SPOT/FLOOD COMBO >>MOUNTED ON FRONT BUMPER<<	1	543.06	543.06T
SETINA MFG SHIPPING	>>FRONT BUMPER<< PB450L4 ALUMINUM BUMPER MR6 LIGHTS SHIPPING OF SETINA BUMPER	1 1	712.98 45.00	712.98T 45.00

Subtotal
Sales Tax (8.75%)
Total

Attachment: CEP Equipment Quotes - 9.24.20 (4171) : AUTHORIZE THE EXPANSION OF THE COMMERCIAL VEHICLE SAFETY PROGRAM

WEST COAST LIGHTS & SIRENS, INC.

601 COLUMBIA AVENUE
 UNIT "B"
 RIVERSIDE, CA 92507

Phone # 9517799257 trish@wcls.us
 Fax # 951-779-9256 WCLS.US



PROPOSAL

Date	Estimate #
9/11/2020	10481

Name / Address
COUNTY OF RIVERSIDE PURCHASING 2980 WASHINGTON STREET RIVERSIDE, CA 92504-4647

Terms	VEHICLE TYPE
Net 30/ 2% 15	

Item	Description	Qty	Cost	Total
CC-HDWB-20	>>CONSOLE EQUIPMENT & GUN RACK<< UNIVERSAL SUV/TRUCK 20" WIDE-BODY CONSOLE; 8" SLOPE/ 12" LEVEL. NO OPEN STORAGE. - Z3 SIREN - XTL5000 - UNIDEN BEARCAT BCD996T SCANNER - FP-AP12-3	1	416.67	416.67T
AC-CHV19-MNT	2019 SILVERADO 1500 FLOOR MOUNT. WORKS WITH WIDE-BODY & STANDARD WIDTH CONSOLES	1	0.00	0.00T
AC-INBHG	4" INTERNAL BEVERAGE HOLDER W/GROMMETS	1	36.86	36.86T
AC-SIDEARM-9	TALL PROFILE CONSOLE SIDE PLATE W/ 9" X 3" FOAM PAD	1	80.00	80.00T
1011B	15 AMP 12VOLT DC SOCKET	2	4.79	9.58T
1016B	DUAL USB SOCKET	1	18.58	18.58T
SHIPPING	SHIPPING OF TROY PRODUCTS	1	45.00	45.00
LF18ES-LED	18 INCH RED/WHITE LED LITTLITE, NECK EXTENDS FROM END OF CHASSIS, VERTICAL MNT	1	74.36	74.36T
7170-0670-00	GETAC F100 DOCKING STATION WITH LIND 90W AUTO POWER SUPPLY, NO RF	1	668.85	668.85T
7160-0529	TALL TABLET DISPLAY MOUNT	1	98.65	98.65T
DS-138	UNIVERSAL VERTICAL SURFACE MOUNT, SMALL	1	50.00	50.00T
7160-0178	7" CENTER UPPER POLE	1	63.88	63.88T
7160-1216-09	MONGOOSE XLE 9" MOTION ATTACHMENT	1	336.96	336.96T
7160-0857	LOW PROFILE QUICK RELEASE KEYBOARD TRAY	1	108.86	108.86T
JOB MATERIALS	TG3 BACKLIT KEYBOARD - 911 RAPID RESPONSE	1	190.80	190.80T
FABRICATED	FABRICATION OF FREE STANDING GUN RACK	1	400.00	400.00T

Subtotal
Sales Tax (8.75%)
Total

Attachment: CEP Equipment Quotes - 9.24.20 (4171) : AUTHORIZE THE EXPANSION OF THE COMMERCIAL VEHICLE SAFETY PROGRAM

WEST COAST LIGHTS & SIRENS, INC.

601 COLUMBIA AVENUE
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 RIVERSIDE, CA 92507

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PROPOSAL

Date	Estimate #
9/11/2020	10481

Name / Address
COUNTY OF RIVERSIDE PURCHASING 2980 WASHINGTON STREET RIVERSIDE, CA 92504-4647

Terms	VEHICLE TYPE
Net 30/ 2% 15	

Item	Description	Qty	Cost	Total
SC-1	SANTA CRUZ GUN LOCK S-C1 W STANDARD KEY	1	82.21	82.21T
SC-6	XL HANDCUFF STYLE GUN LOCK	1	134.41	134.41T
SC-1901	SOLID ALUMINUM BUTT PLATE	2	23.58	47.16T
20702	SL-20L- 12V DC SMART CHARGE >>MOUNTED ON BACK SIDE OF CONSOLE	1	126.53	126.53T
FABRICATED	FABRICATION TO ANGLE FLASH LIGHT	1	50.00	50.00T
FABRICATED	>>DUAL BATTERY EQUIPMENT & CHARGING<< - ALL EQUIPMENT WILL BE MOUNTED IN BACK SEAT AREA			
FABRICATED	FABRICATION TO BUILD REAR BOX TO HOUSE ALL BATTERY & ELECTRICAL EQUIPMENT & SIDE FANS	1	1,750.00	1,750.00T
48-720	ODYSSEY PERFORMANCE SERIES BATTERY AGM	2	300.00	600.00T
PC1200-T	ODYSSEY, AUTO/LIGHT TRUCK BATTERY	1	280.00	280.00T
36211200	POWERCOMBI 12/1200-50 120V	1	699.04	699.04T
77010700	POWERCOMBI REMOTE CONTROL PANEL	1	121.37	121.37T
41500700	POWERCOMBI BATTERY TEMPERATURE SENSOR	1	23.05	23.05T
83304002	CHARGE MATE PRO 40	1	206.86	206.86T
091-18WP-120	12 VOLT WP AUTO EJECT >>BLACK COVER<<	1	296.40	296.40T
FABRICATED	>>ELECTRICAL EQUIPMENT IN BACK SEAT<< FABRICATION OF UNDER HOOD BREAKER BRACKET	1	100.00	100.00T
JOB MATERIALS	ELECTRICAL BOARD WITH CARPET	1	65.00	65.00T
7189B	150 AMP BREAKER	3	26.58	79.74T
5028B	FUSE BLOCK ST BLADE 6 WITHOUT GROUND CIRCUIT	1	20.35	20.35T
5026B	FUSE BLOCK STBLADE 12 CIRC W/GND/CVR	2	31.99	63.98T

Subtotal
Sales Tax (8.75%)
Total

Attachment: CEP Equipment Quotes - 9.24.20 (4171) : AUTHORIZE THE EXPANSION OF THE COMMERCIAL VEHICLE SAFETY PROGRAM

WEST COAST LIGHTS & SIRENS, INC.

601 COLUMBIA AVENUE
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PROPOSAL

Date	Estimate #
9/11/2020	10481

Name / Address
COUNTY OF RIVERSIDE PURCHASING 2980 WASHINGTON STREET RIVERSIDE, CA 92504-4647

Terms	VEHICLE TYPE
Net 30/ 2% 15	

Item	Description	Qty	Cost	Total
7615B	AUTOMATIC TIMER DISCONNECT	1	95.79	95.79T
7611B	SOLENOID BATTERY LINK 120AMPS 12/24V ACR	1	71.12	71.12T
OD1238-12HB	12V BALL BEARING FAN (120MM X 38MM)	2	26.90	53.80T
MB8U	3/4" HOLE NMO STYLE BRASS MT W/17" RG58U & NO CONNECTOR	6	12.97	77.82T
ANXQW800	806-896 MHZ FIELD TUNABLE WAVE MOBILE ANTENNA	2	5.90	11.80T
ANXQW152	LAIRD,152-162 MHZ 1/4 WAVE MOBILE ANTENNA	1	6.54	6.54T
ANXQWFTB120	LAIRD/ ANTENEX 118-970 MHZ 0DB FIELD TUNABLE 1/4 WAVE BLACK MOBILE ANTENNA	2	10.65	21.30T
CP-1002-1-PAN	3-IN-1 SHARKFIN- ANTENNA	1	0.00	0.00T
JOB MATERIALS	MISC. PARTS, WIRE, ZIP TIES, CLAMPS, FASTENERS, RELAYS, ETC.	1	225.00	225.00T
	>>OTHER EQUIPMENT<<			
FABRICATED	FABRICATION TO MOUNT REAR RADIO IN BACK OF TRUCK- MOUNTED ON PASSENGER SIDE DOOR OPENING. TO ALSO INCORPORATE MOUNT FOR MICROPHONE & SPEAKER	1	250.00	250.00T
JOB MATERIALS	A.R.E. CAMPER SHELL	1	2,900.00	2,900.00T
EXTENDO BED	EXTENDEBED QUOTE PER CUSTOMER SUPPLIED DRAWING	1	5,998.80	5,998.80T
SHIPPING	SHIPPING OF EXTENDO BED	1	245.00	245.00

Subtotal
Sales Tax (8.75%)
Total

Attachment: CEP Equipment Quotes - 9-24-20 (4171) : AUTHORIZE THE EXPANSION OF THE COMMERCIAL VEHICLE SAFETY PROGRAM

WEST COAST LIGHTS & SIRENS, INC.

601 COLUMBIA AVENUE
 UNIT "B"
 RIVERSIDE, CA 92507

Phone # 9517799257 trish@wcls.us
 Fax # 951-779-9256 WCLS.US



PROPOSAL

Date	Estimate #
9/11/2020	10481

Name / Address
COUNTY OF RIVERSIDE PURCHASING 2980 WASHINGTON STREET RIVERSIDE, CA 92504-4647

Terms	VEHICLE TYPE
Net 30/ 2% 15	

Item	Description	Qty	Cost	Total
MSLS-3654	36" SUPER SOFT FLEXIBLE SILICONE COOL WHITE LED STRIP LIGHTING - MOUNTED IN CAMPER SHELL WITH SWITCH	2	23.99	47.98T
JOB MATERIALS	BCT15X BEARTRACKER SCANNER	1	238.00	238.00T
JOB MATERIALS	SCANNER ANTENNA	1	35.00	35.00T
JOB MATERIALS	UNIDEN BC RADIO - PC78LTW	1	130.00	130.00T
JOB MATERIALS	STALKER 2X RADAR SYSTEM	1	3,645.00	3,645.00T
JOB MATERIALS	METAL & POWDER COAT	1	550.00	550.00T

PROPOSAL IS VALID FOR 30 DAYS. IF CHANGES ARE MADE TO THIS PROPOSAL AFTER APPROVAL IT WILL RESULT IN A CHANGE ORDER.

PLEASE MAKE SURE YOU HAVE ALL CUSTOMER SUPPLIED PARTS WHEN VEHICLE IS DROPPED OFF. IF CUSTOMER SUPPLIED PARTS IS NOT COMPLETE, THIS WILL DELAY VEHICLE COMPLETION DATE. IF DELAYS CONTINUE, WE WILL SUPPLY NEEDED PARTS AT CUSTOMERS EXPENSE.

CALIFORNIA CERTIFIED SMALL BUSINESS #49878

NOTE: SALES TAX WILL BE CHARGED ON INSTALLATION LABOR ON A VEHICLE WITH 500 MILES OR LESS OR UNDER 6 MONTHS SINCE REGISTRATION WITH THE DMV

Subtotal	\$31,456.87
Sales Tax (8.75%)	\$2,723.16
Total	\$34,180.03

Attachment: CEP Equipment Quotes - 9.24.20 (4171) : AUTHORIZE THE EXPANSION OF THE COMMERCIAL VEHICLE SAFETY PROGRAM

Deputy Chris Loucks
Riverside County Sheriff
22850 Calle San Juan De Los Lagos
Moreno Valley, CA 92553
USA

mru • direct +41 31 506 12 • ruth.moser@haenni-scales.com

August 31st, 2020

SOLE SOURCE STATEMENT

We, **Haenni Instruments Inc.** who are established and reputable manufacturer of **portable wheel load scales**, having factories at **CH-3422 Kirchberg, Switzerland**,

herewith confirm, that

LOAD-O-METER Corporation
9540 Deereco Road
Timonium MD 21093
USA

is our sole and exclusive sales and service agent in the **USA** for our complete range of **WEIGHING EQUIPMENT**.

No other company is authorized to maintain service and repair the HAENNI-weighing equipment in the USA.

For any more information or assistance please do not hesitate to contact any of the undersigned.

Yours sincerely,

HAENNI Instruments Inc.



Daniel Kneubühl
Managing Director



Marcia Otter
Business Developer

TSB Standard IT Specs and Budget Prices

(Official quotes will be required for any orders)

A.20.b

Attachment: CEP Equipment Quotes - 9.24.20 (4171 : AUTHORIZE THE EXPANSION OF THE COMMERCIAL VEHICLE SAFETY PROGRAM

COMPUTERS	Part #	Warranty	Budget Price (Incl. Warr & Tax)
HP EliteDesk 800 G5 SFF Desktop PC w/i3, 8GB RAM	9JG06US	3/3/3 Included	\$754
HP EliteDesk 800 G5 SFF Desktop PC w/i5, 16GB RAM	9JG01US	3/3/3 Included	\$916
HP EliteDesk 800 G5 SFF Desktop PC w/i7, 32GB RAM	9JG41US	3/3/3 Included	\$1,265
HP Z1 Tower G5 Workstation w/i7, 32GB RAM	9JG76US	3/3/3 Included	\$1,460
HP EliteDesk 800 G5 Mini w/i5, 16GB RAM	9JG38US	3/3/3 Included	\$965
<i>** If new monitors are needed with Mini, add this Mounting Kit to spec in order to have the two integrated.</i>	2DW53AA (for E233, E243i and E273q)		\$33
SURFACE PRO TABLETS	Part #	Warranty	Budget Price (Incl. Warr/Tax/E-Waste)
Surface Pro 7 Tablet (256GB, 8GB RAM, Intel Core i5)	PVR-00001	3-Yr Included	\$1,459
Surface Pro 7 (512GB, 16GB RAM, Intel Core i7 1065G7)	PVU-00001	3-Yr Included	\$2,080
Surface Pro 5 w/Verizon LTE, 256GB, 8GB RAM, i5	GWP-00001	3-Yr Included	\$1,674
<i>Net Motion Licensing/Maintenance</i>	N/A	N/A	\$360
Cable Matters Mini Display Port to HDMI/DVI/VGA 3-in-1 Adapter	101020-Black	Standard	\$22
Surface Pro SIGNA Type Cover Charcoal	FFQ-00141	Standard	\$128
Surface Pen - Bluetooth 4.0 - Platinum	EYV-00009	Standard	\$81
Surface Arc Mouse - Bluetooth 4.1 - Light Gray	CZV-00001	Standard	\$80
Surface Docking Station - USB-A	PF3-00005	Standard	\$162
UAG Rugged Case for Surface Pro 6, 5, 4 - Black	UAG-SFPRO4-BLK-VP	Standard	\$46
SURFACE PRO NOTEBOOKS (utilizes Surface Pro Accessories)	Part #	Warranty	Budget Price (Incl. Warr/Tax/E-Waste)
Surface Book 3 (13.5", i7, 1065G7, 16GB RAM, 256GB SSD)	SKY-00001	3-Yr Included	\$2,100
Surface Book 3 (15", i7, 1065G7, 16GB RAM, 256GB SSD)	SMG-00001	3-Yr Included	\$2,514
Surface Dock 2 - USB-C	1GK-00001	Standard	\$232
UAG Surface Book Laptop Case - 13.5" Screen	SFBKUNIV-L-IC	Standard	\$97
mCover Hard Shell Case for Surface Book 3 - 15" Screen	mCover-Ms-SurfaceBook2-15-Black	Standard	\$33
PRINTERS	Part #	Warranty	Budget Price (Incl. Warr & Tax)
HP Color LaserJet Pro M454dn (28ppm, USB/Eth)	W1Y44A#BGJ	3-Yr Included	\$454
HP Color LaserJet Pro M553dn (40ppm, USB/Eth)	B5L25A	3-Yr Included	\$955
HP Color LaserJet Pro MFP M479fdw (29ppm, USB/Eth/Wrls)	W1A80A#BGJ	3-Yr Included	\$620
HP B&W LaserJet Enterprise M607n (52ppm, USB/Eth)	K0Q14A	3-Yr Included	\$901
HP B&W LaserJet Enterprise M607dn (52ppm, USB/Eth)	K0Q15A	3-Yr Included	\$1,093
MONITORS	Part #	Warranty	Budget Price (Incl. Warr/Tax/E-Waste)
HP EliteDisplay E233 (23" Monitor)	1FH46A8	Standard	\$182
HP EliteDisplay E243i (24" Monitor)	1FH49AA	Standard	\$216
HP EliteDisplay E273q (27" Monitor)	1FH52A8	Standard	\$342
SCANNERS	Part #	Warranty	Budget Price (Incl. Warr & Tax)
Fujitsu ScanSnap iX1500 (30ppm/50 sht cap)	PA03770-B215	Standard	\$409
Fujitsu fi-7600 Document Scanner (100ppm/300 pg cap)	PA03740-B505	3-Yr Included	\$6,392
KEYBOARD & MOUSE PACKAGE	Part #	Warranty	Budget Price (Incl. Warr & Tax)
Logitech Wireless MK270 Keyboard/Mouse Pkg.	920-004536	Standard	\$27
Logitech Wireless MK520 Keyboard/Mouse Pkg.	920-002553	Standard	\$52
Logitech Wireless MK710 Keyboard/Mouse Pkg.	920-002416	Standard	\$78
Logitech Wireless MX900 Keyboard/Mouse Pkg.	920-008872	Standard	\$143
RUGGEDIZED TABLET	Part #	Warranty	Budget Price (Incl. Warr/Tax/E-Waste)
Getac F110 G5 F Series, Intel Core i7-8665U	FL57ZDTA1UXV	3-Yr Included	\$2,880
Getac F110 Gamber Johnson Vehicle Dock	OHG160098700	Standard	\$426
Getac Vehicle DC Power Supply Adapter	GAD2X4	3-Yr Included	\$125
Getac F110 Office Dock w/ AC Adapter	GDOFUS	Standard	\$300
Getac F110 Hand Strap Bracket	GMHRXF	Standard	\$68
Getac F110 Detachable Keyboard	GDKBU1	Standard	\$396
Getac F110 G4 Replacement Screen Protection Film	GMPFKI	Standard	\$48
Getac F110 Replacement Battery	GBM3X5	Standard	\$79
Getac F110 Replacement Stylus	GMPDX4	Standard	\$49
TG3 Electronics Public Safety Vehicle Keyboard	KBA-BLTX-UCNNR	Standard	\$130
SOFTWARE	Part #	SW Maint.	Budget Price
Adobe Acrobat Pro 2020	N/A	Standard	\$332

LOADOMETER

CORPORATION

PORTABLE WEIGHING DEVICES

9540 DEERCO ROAD
TIMONIUM, MD 21093

August 31, 2020

Deputy Chris Loucks
Riverside County Sheriff
22850 Calle San Juan De Los Lagos
Moreno Valley, CA 92553

Dear Deputy Loucks,

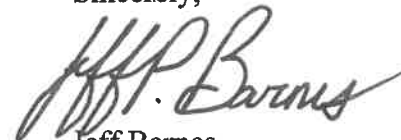
Loadometer Corporation herein affirms that it is now and has been Haenni & Cie.AG's sole source in the United States since 1979 for the sale, parts and service of their Wheel Load Weighing devices. It is expected that this relationship will continue for an indefinite time period. If this relationship should dissolve or change, you will be notified in writing immediately.

We also herein affirm the Haenni WL101 wheel load weigher is the only hydraulic/analog low profile wheel load weigher in production in the world. It is protected under United States Patent #4,673,049.

Loadometer Corporation herein quotes a firm price of \$5,095.00 each for the Haenni WL101 Wheel Load Weigher in quantities of 01 to 19 units. There is no charge for delivery and the scales are offered with the standard 3-year warranty. Delivery is typically from stock to 30 days ARO. Our terms are Net 30 Days. This price does not include any local sales/use taxes if applicable. This quote is valid for 60 Days. The total for 4 scales would be \$20,380.00.

If I may be of more service or provide additional information, please do not hesitate to contact me at 1-800-753-6696.

Sincerely,



Jeff Barnes
Vice President

Attachment: CEP Equipment Quotes - 9.24.20 (4171) : AUTHORIZE THE EXPANSION OF THE COMMERCIAL VEHICLE SAFETY PROGRAM

Loucks, Christopher

From: RSOOrder
Sent: Tuesday, September 8, 2020 5:06 PM
To: Loucks, Christopher; RSOOrder
Subject: RE: Moreno Valley Station Commercial Truck Tablet Order MVPD-09082020-01

Good afternoon,

Below you will find the quote requested. As the Zebra printer model was not specified, I have listed ONE printer option below.

Please review and have your station commander reply with "approved" when ready to proceed with the order. Let us know if you have any questions.

Qty.	Part Number	Description	Est. Cost Ea.
1	TD68Z2GA5HXF	Getac T800 G2 Premium Tablet	\$1,975
1	GDOFUA	Getac Office Desktop Dock w/US AC Adapter	\$350
1	GMHSX9	Getac X-Strap T800	\$50
1	GBS4X1	Getac SnapBack Extension Battery – T800	\$150
1	ZQ52-AUE0000-00	Zebra ZQ520 Mobile Printer 203 dpi	\$675
1	P1031365039	Zebra - power adapter	\$65
1	Z1AE-ZQ5X-3C0	Zebra OneCare Essential with Comprehensive - extended service agreement - 3	\$157

Thank you,

Sara H.

From: Loucks, Christopher <cloucks@riversidesheriff.org>
Sent: Friday, September 4, 2020 5:29 PM
To: RSOOrder <rsoorder@riversidesheriff.org>
Subject: RE: Moreno Valley Station Commercial Truck Tablet Order

I was wondering if you have prices for the Getac T-800 (the smaller tablet) so I can write my citations using the Crossroads software and have everything be electronic. I would also need a Zebra printer as well if you guys price those out...

Thank
Chris

From: RSOOrder <rsoorder@riversidesheriff.org>
Sent: Thursday, September 3, 2020 7:43 AM
To: RSOOrder <rsoorder@riversidesheriff.org>; Loucks, Christopher <cloucks@riversidesheriff.org>
Subject: RE: Moreno Valley Station Commercial Truck Tablet Order

Hello,

Loucks, Christopher

From: Jones, Melissa
Sent: Wednesday, September 16, 2020 4:41 PM
To: Loucks, Christopher
Cc: Burns, Scott
Subject: AT&T Modem & Service

Good Afternoon Dep Loucks,
 Please see cost for modem and monthly service below:
 Monthly service cost: **\$23.74**
 Modem cost:

SKU	PRODUCT	UNIT COST	TAX 7.75%	TOTAL
MA5-17001200NNA	NETCLOUD ESSENTIALS FOR MOBILE ROUTERS (PRIME) /W SUPORT & IBR1700 ROUTER /W WIFI (1200Mbps MODEM), MO AC POWER SUPPLY ORT ANTENNAS, NORTH AMERICA	\$ 1,358.00	\$ 105.25	\$ 1,463.25
MA5-NCADV	UPGRADE TO NETCLOUD ADVANCED FOR MOBILE ROUTERS (ENTERPRISE)	\$ 299.90	\$ 23.24	\$ 323.14
CP-1002-1-PAN	LOW PROFILE SHARKFIN, 5" IN 1" ANTENNA BLACK: MIMO 2G/3G/GNSS, 5M/16' CABLES. CRADLEPOINT CETERIFIED ANTENNAS BY PANORAMA	\$ 231.67	\$ 17.95	\$ 249.62
170758-000	OBD-II ADAPTER KIT FOR IBR1700 (INCLUDES ONE OBD-II ADAPTER & ONE 15' MALE/MALE NULL MODEM DB9 SERIAL CABLE)	\$ 165.56	\$ 12.83	\$ 178.39
				\$ 2,214.40

Melissa G Jones
 Senior Accounting Assistant
 Sheriff Fleet Operations
 Riverside County Sheriff's Office
 95I-955-243I Desk
 5243I Micro 3745 Mailstop
mjones2@riversidesheriff.org

Attachment: CEP Equipment Quotes - 9.24.20 (4171 : AUTHORIZE THE EXPANSION OF THE COMMERCIAL VEHICLE SAFETY PROGRAM



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: November 17, 2020

TITLE: ADOPT A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING AN APPLICATION TO CONSTRUCT A DOG PARK UNDER THE STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM GRANT FUNDS

RECOMMENDED ACTION

Recommendations:

1. Adopt Resolution No. 2020-____ to approve an application for a dog park under the Statewide Park Development and Community Revitalization Program Grant allocated by Proposition 68 (2018 Bond Act) through the California Department of Parks and Recreation Office of Grants and Local Services; and
2. Upon issuance of the grant by the California Department of Parks and Recreation, authorize the City Manager to accept the grant on behalf of the CSD and process a budget amendment and appropriation in the grant amount, which will be ratified in the following quarterly budget review.

SUMMARY

This report recommends adoption of a resolution approving the Parks and Community Services Department's application to the California Department of Parks and Recreation for Statewide Park Development and Community Revitalization Program funds, funded through the Parks and Water Bond Act of 2018 (Proposition 68). The department is developing an application for construction of a dog park in the vacant lot just west of the Moreno Valley Animal Shelter. The use of funds toward this project was discussed with

the members of the Parks and Community Services Subcommittee and was positively received.

DISCUSSION

On June 5, 2018, California voters approved the Parks and Water Bond Act of 2018 (Proposition 68), which authorized \$4 billion in general obligation bonds for state and local parks, environmental protection projects, water infrastructure projects, and flood protection projects.

The California Department of Parks and Recreation is accepting competitive applications for the \$395.3 million Round Four Statewide Park Program (SPP). This is the final round of funding for SPP grant funds. The goal of SPP competitive grants is to create new parks and new recreation opportunities in critically underserved communities across California.

The Parks and Community Services Department is developing a project application to develop the vacant lot west of the Moreno Valley Animal Shelter into a dog park. This project will provide recreation opportunities for dog owners and Animal Shelter visitors and personnel to socialize and exercise their dogs in a safe environment.

The department is currently conducting a series of community outreach events for residents to provide input on dog park amenities and the location of those amenities in the dog park design. In keeping with Covid-19 regulations and grant guidance, these outreach events will be a combination of small in-person meetings and a virtual meeting.

Project applications are due by December 14, 2020, and the California Department of Parks and Recreation expects to make award announcements in Summer 2021. The grant's performance period ends on June 30, 2025.

ALTERNATIVES

1. Approve the recommended action as presented in this staff report. **Staff recommends this alternative.**
2. Do not approve the recommended action as presented in this staff report. **Staff does not recommend this alternative.**

FISCAL IMPACT

Upon issuance of the grant by the California Department of Parks and Recreation, the City Manager will accept the grant on behalf of the CSD and process a budget amendment and appropriation in the grant amount, which will be ratified in the following quarterly budget review. There is no match requirement for this project application. SPP grant funds must be spent by June 30, 2025.

NOTIFICATION

Posting of the 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 5.2: Promote the installation and maintenance of cost effective, low maintenance landscape, hardscape and other improvements which create a clean, inviting community.

Objective 5.5: Promote a healthy community and lifestyle.

ATTACHMENTS

1. Resolution – Statewide Park Development and Community Revitalization Program Grant Funds

APPROVALS

Budget Officer Approval ✓ Approved 10/29/20 7:55 AM

City Attorney Approval
City Manager Approval

✓ Approved
✓ Approved

10/29/20 9:46 AM

RESOLUTION NO. CSD 2020-_____

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE APPLICATION FOR STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM GRANT FUNDS

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization Grant Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project.

NOW, THEREFORE, THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

APPROVES THE FILING OF AN APPLICATION FOR THE MORENO VALLEY BARK PARK PROJECT; AND

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project if the grant is awarded; and
2. Certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project, and
3. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and
4. Delegates the authority to the City Manager to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and
5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.
6. Will consider promoting inclusion per Public Resources Code §80001(b)(8 A-G).

APPROVED AND ADOPTED this 17th day of November, 2020.

Dr. Yxstian A. Gutierrez
Mayor
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:

Steven B. Quintanilla, Interim City Attorney
acting in the capacity of
General Legal Counsel of the
Moreno Valley Community
Services District

Resolution No. CSD 2020-____ 2
Date Adopted: November 17, 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 at a regular meeting held on the 17th day of November, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

PAT JACQUEZ-NARES, SECRETARY

(SEAL)

3
Resolution No. CSD 2020-_____
Date Adopted: November 17, 2020

Attachment: Resolution – Statewide Park Development and Community Revitalization Program Grant Funds (4194 : ADOPT A RESOLUTION OF



Report to City Council

TO: Mayor and City Council

FROM: Marshall Eyerman, Assistant City Manager

AGENDA DATE: November 17, 2020

TITLE: PUBLIC HEARING FOR THE ANNUAL ACTION PLAN FOR PROGRAM YEAR 2021-2022 & TO ADOPT 2021-2022 OBJECTIVES AND POLICIES

RECOMMENDED ACTION

Recommendations:

1. Conduct a Public Hearing to allow for the public to comment on the needs of low- and moderate-income residents in Moreno Valley.
2. Approve the proposed CDBG, HOME, and ESG Grant Objectives and Policies for the 2021-2022 Program Year.

SUMMARY

Every year, the Department of Housing and Urban Development (HUD) allocates federal grant monies to the City of Moreno Valley known as the Community Development Block Grant (CDBG), the HOME Investment Partnerships Program (HOME), and the Emergency Solutions Grants (ESG) Program. These grants are used to provide services to benefit low- and moderate-income persons. (See Attachment 2 for the most recent income levels). Eligible CDBG activities range from social services to capital improvements. HOME funds must be used toward the development of affordable housing programs, and ESG funds are used to assist people with housing stability and homelessness. HUD requires that cities concentrate their programs in areas determined to contain residents of which at least 51% earn low- to moderate-incomes. These areas are referred to as 'CDBG Target Areas'. (See Attachment 3 for a map of Moreno Valley's HUD Low-Mod Census Tracts/Blocks.)

As a condition for receiving Federal funding under the CDBG, HOME, and ESG Programs, grantee cities must prepare an Annual Action Plan consistent with the 2018-2023 Consolidated Plan as amended July 17, 2019 (Consolidated Plan). The City will

conduct two public hearings and a 30-day comment period to allow for public input in the development of these documents. The City Council is asked to conduct a PUBLIC HEARING to discuss and adopt Objectives/Policies and Collect Community Needs Comments. The Plan will address housing, homeless, and community development needs to be undertaken with federal funds under the CDBG, HOME, and ESG programs.

The FY 2021-22 Objectives and Policies (see Attachment 1) have no modifications and are consistent with the objectives and policies used in the prior program year.

DISCUSSION

Consolidated Plan

The Consolidated Plan identifies the housing and community development needs of the City's low-and moderate-income community, as defined by HUD, and establishes the City's HUD-funded strategies for addressing these needs for a five-year period. It serves as the official application to HUD for the CDBG, HOME, and ESG Programs. Moreno Valley's existing Consolidated Plan was adopted three years ago and will remain in effect until June 30, 2023. Program Year 2021-2022 will be the fourth year of our current Consolidated Plan.

The priorities for each category in the 2018-2023 Consolidated Plan are listed below:

- CDBG Housing and Community Development Funding Priorities
 1. Capital Improvement Activities
 2. Economic Development Activities
 3. Health, Safety and Public Welfare
 4. Housing and Neighborhood Improvement Activities
 5. Historic Preservation
 6. Slum or Blight Activities
- CDBG Public Service Funding Priorities
 1. Basic Needs Related to Social Services Programs (such as, but not limited to emergency food, shelter (homelessness), abused children advocacy, and utility assistance)
 2. Community Public Safety Programs
 3. Programs Offering Low-Cost Transportation
 4. Employment Services/Programs and Job (Skills) Training
 5. Free/Low-Cost Programs for School-Aged Youth
 6. Fair Housing Activities
- HOME Investment Partnerships Program (HOME) Funding Priorities
 1. Housing and Neighborhood Improvement Activities
- Emergency Solutions Grants (ESG) Program Funding Priorities
 1. Sheltering Homeless/Homeless Prevention Activities

Annual Action Plan

For each fiscal year represented within the 2018-2023 Consolidated Plan, entitlement cities must adopt a separate planning document called the Annual Action Plan. The Annual Action Plan identifies how the City will allocate CDBG, HOME, and ESG funds for the upcoming year while meeting the goals established in the Consolidated Plan. Each Annual Action Plan must include up-to-date Objectives and Policies for CDBG, HOME, and ESG Programs.

Prior to submittal of the FY 2021-2022 Annual Action Plan, the City will complete a series of sequential activities including three City Council meetings to:

1. Adopt current fiscal year Objectives and Policies,
2. Recommend CDBG, HOME and ESG Project Selections to Council, and
3. Adopt the program year Annual Action Plan.

An eligible use of CDBG monies is 'Public Services'. Public Services can include but not limited to food banks, homeless shelters, specialized counseling, foster youth services, and a variety of other services that benefit the City's low-to moderate-income households. HUD limits the monies that can be used toward Public Services to 15% of the overall annual CDBG allocation, which for Moreno Valley averages approximately \$2,000,000 per year. Because Public Service monies are limited and the demand is so high, staff has established a priority ranking within this objective category that assists in reaching decisions on which programs are best suited for the community within a given fiscal year.

After comprehensive research, including consideration of public input and review of various program reports, including those provided by the City's local non-profits currently serving the City's low-and moderate-income population, staff recommends the following priority ranking under the Public Service Objective:

1. 'Basic Needs' Related Social Services Programs such as, but not limited to, emergency food and shelter (homelessness), abused children advocacy, and utility assistance
2. Community Public Safety Programs
3. Programs offering Low-Cost Transportation
4. Employment Services/Programs and Job (Skills) Training
5. Free/Low-Cost programs for School-Aged Youth
6. Fair Housing Activities

Public Engagement

Citizen participation is one of the most important components of the Annual Action Plan process. To solicit public input during the development of the plans, two public hearings and a 30-day comment period will be administered. Before the City can begin the project selection process for CDBG, HOME, and ESG, HUD requires the City to

complete a mandatory 'Citizen Participation Process' and adopt objectives and policies that reflect the current needs of the community.

Moreno Valley's 'Citizen Participation Process'

The 'Citizen Participation Process' is intended to encourage active and informed participation in the CDBG, HOME, and ESG Programs by the community. Each year as part of this process, Moreno Valley holds community-based Public Meetings and Public Hearings to receive input on the current needs of its low-to moderate-income residents. Attendees are asked to comment on issues and problems affecting low-to moderate-income persons so that the City can make informed funding decisions.

Comments received at these meetings are taken into consideration when forming the Objectives and Policies for the program year.

<u>Preliminary Dates</u>	<u>Event</u>
Tuesday, October 27, 2020	Public Meeting 1: Finance Subcommittee to Review Action Plan Calendar and FY 2021-22 Objectives/Policies
Tuesday, November 17, 2020	Public Hearing 1: Public Hearing to Adopt FY 2021-22 Objectives/Policies & Collect Community Needs Comments
Thursday, December 10, 2020	Notice of Funding Availability (NOFA) Available. APPLICATIONS AVAILABLE FOR DISTRIBUTION.
Thursday, January 7, 2021	Application Workshop
Friday, January 29, 2021	Applications Due from Applicants
Tuesday, March 23, 2021	Public Meeting 2: Open Technical Review Committee during Finance Subcommittee Meeting
Tuesday, April 20, 2021	Public Hearing 2: Public Hearing to Review Project Recommendations as issued by the Finance Subcommittee
Tuesday, May 04, 2021	Public Hearing 3: Approve Annual Action Plan
Friday, May 14, 2021	Submittal of 2021-22 Action Plan to HUD

Purpose of Objectives and Policies

In accordance with HUD's requirements, Moreno Valley's Objectives and Policies must be re-evaluated each year to ensure they adequately reflect the current needs of the community. The updated Objectives and Policies must then be adopted by the City Council for the upcoming CDBG, HOME, and ESG program year. Objectives and Policies primarily focus on: (1) defining the City's funding priorities, (2) offering project selection criteria, and (3) providing guidance for staff when reviewing and recommending programs and projects for funding. Both are distributed to non-profit agencies who are interested in applying for funding to develop a local social service

program in Moreno Valley and convey important information about the eligible categories of programs and the City's priorities for local organizations.

30-Day Public Comment Period

In accordance with the City's Citizen Participation Plan as amended (Attachment 5), the City will release the draft 2021-2022 Annual Action Plan for public comment. The documents will be made available to the public for a 30-day review and comment period beginning on April 1, 2021 and ending on May 4, 2021.

ALTERNATIVES

The City Council has the following alternatives:

1. City Council may conduct a Public Hearing, receive comments, and adopt the proposed CDBG, HOME, and ESG Objectives and Policies as listed on Attachment 1. The City Council may amend or reprioritize any of the proposed Objectives and Policies. Staff recommends this alternative as doing so will meet HUD's requirements, as well as provide the public and staff with direction regarding funding proposals for FY 2021-2022.
2. City Council may choose not to adopt the proposed CDBG, ESG, and HOME Objectives and Policies as listed on Attachment 1. Staff does not recommend this alternative because it would delay the necessary measures to meet HUD's established deadline for submission of these documents.

FISCAL IMPACT

The City, as an entitlement city for CDBG, HOME, and ESG funds, receives grant funds every year to carry out eligible housing and community development activities. Further, staffing costs for administering the CDBG, HOME, and ESG programs are covered by an administration cap within each program. No General Fund money is used for the CDBG, HOME, or ESG programs; therefore, there is **NO FISCAL IMPACT TO THE GENERAL FUND.**

NOTIFICATION

Notice of this meeting was published in the local edition of the Press-Enterprise newspaper on October 29, 2020.

PREPARATION OF STAFF REPORT

Prepared By:
Dena Heald
Deputy Finance Director

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. CDBG, HOME and ESG Objectives and Policies - FY 2021-2022
- 2. HUD CDBG 2020 Income Limits Summary
- 3. HUD CDBG Low-Mod Census Tracts - Effective 7-1-20
- 4. Fiscal Year 2021/22 Citizen Participation Plan

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	11/02/20 6:44 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	11/02/20 8:51 AM

City of Moreno Valley

Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME) & Emergency Service Grant (ESG)

Objectives and Policies FY 2021-2022

The City of Moreno Valley (“City”) has established the following Objectives and Policies in order to give maximum priority to projects and activities that will benefit low-to-moderate income residents. Proposed programs for the upcoming year should fit into one of the categories of Program Objectives.

The Housing and Urban Development (“HUD”) CDBG programs must also fit into one of the listed National Objectives. Staff will abide to the given policies when reviewing proposed programs for potential funding.

CDBG NATIONAL OBJECTIVES

In order for an activity or program to be eligible for CDBG funding, it must qualify as meeting one or more of the following three national objectives as well as one of the general program objectives below:

- 1) Activities Benefiting Low- and Moderate-income Persons and/or Households:
A low-to-moderate income person or household is one having an income equal to or less than the Section 8 lower income limits established by HUD. This objective includes direct services to the low-to-moderate income, services benefitting a low-income area, or ‘limited clientele’, who are designated groups presumed by HUD to automatically qualify as low-to-moderate income.
- 2) Activities Which Aid in the Prevention or Elimination of Slums or Blight:
This objective can be achieved on a spot basis, area basis, or address blight in a designated urban renewal area.
- 3) Activities Designed to Meet Community Development Needs Having a Particular Urgency: This objective is given priority under formally declared state of emergencies and is normally used to alleviate urgent conditions caused by major catastrophes, natural disasters, or other emergencies that presents a serious and immediate threat to the health and welfare of the community.

GENERAL PROGRAM OBJECTIVES (listed alphabetically)

Capital Improvement Activities*

Acquisition, design, construction, and installation of needed public facilities and improvements located in CDBG income eligible Census Tracts (“Target Areas”) within the City where infrastructure is missing or substandard. Public facilities and improvements may include the Americans with Disabilities Act (ADA) compliant ramps and sidewalk improvements, storm drains, and water and sewer lines. Improvements shall facilitate pedestrian activity, eliminate flooding, and provide for safer streets within the Target Areas.

Economic Development Activities*

Expanded economic opportunities through micro-enterprise loan programs and counseling as well as employment and job skills programs to create and retain jobs for low-and-moderate persons.

Fair Housing Activities *

The promotion of housing choice and support of state and federal fair housing laws to ensure that all residents have access to a decent home in a suitable living environment in the City. Fair Housing activities are met by promoting and affirmatively furthering equitable housing opportunities through education, counseling, enforcement, and training.

This objective also includes the prevention of foreclosure through counseling, mediation, and case management for homeowners facing mortgage delinquency, default, or any stage of foreclosure, thereby maintaining safe, stable neighborhoods and community.

Health, Safety, and Public Welfare

Eliminating conditions that are detrimental to health, safety, and public welfare through interim rehabilitation, community policing, abused child advocacy services, etc.

Historic Preservation*

Restoring and preserving properties formally designated as historic structures.

Homeless/Homeless Prevention Activities

Improve the quality of life for the city’s homeless and those threatened with homelessness by extending emergency services aimed at assisting, protecting,

and improving the living conditions and ultimately stabilizing the housing situation of those individual(s).

Housing and Neighborhood Improvement Activities

Conserving and improving housing stock through rehabilitation of units occupied by low-and-moderate income households. Activities are designed to: (1) improve existing substandard or deteriorated housing stock that does not meet building, safety, or fire code and (2) achieve the goals identified in the City's Consolidated Plan.

Public Service Activities

Improving the quantity and quality of public services, principally for low-and-moderate income persons, including the homeless, elderly, and disabled. The following services are identified by order of priority:

- (1) 'Basic Needs' Related Social Services Programs such as, but not limited to, emergency food and shelter (homelessness), abused children advocacy and utility assistance
- (2) Community Public Safety Programs
- (3) Programs offering Low-Cost Transportation
- (4) Employment Services/Programs and Job (Skills) Training
- (5) Free/Low-Cost programs for School-Aged Youth
- (6) Fair Housing Activities

Slum or Blight Activities

Elimination of slums and blight in order to prevent the deterioration of City neighborhoods, principally in the CDBG Target Areas.

**** These activities pertain to the CDBG Program only.***

POLICIES

In order to meet the objectives and ensure efficient use of CDBG, HOME, and ESG funds, the following policies have been established:

City Projects and Programs

Certain public improvements, such as storm drains, curb, gutter, and sidewalks may at the Council's discretion be given priority and that provide long term benefits to improve low-and-moderate income CDBG Target Areas. Examples of these City sponsored programs include Community Policing and Neighborhood Clean-ups.

Provider Collaboration

Providers (local non-profits) that intend to provide similar services and programs to Moreno Valley's low-and-moderate residents shall be given funding priority for combining resources and efforts into a single program. Providers complete and submit a single CDBG, ESG and/or HOME application on behalf of the collaborating group. Funding priority would be given at the time of the application review based on critical factors such as goals and service area/persons benefited that match with those of the City's, prior accomplishments with similar grant programs for the City, completeness of the application, organizational and technical competency, etc.

Local Services

Providers that are located in the City will be given funding priority when they are providing services equivalent to those offered by providers located outside the City.

The ultimate goal is to have services available and accessible within the City limits to serve all residents, especially those of low-and-moderate income. Prior to final selection of projects, other factors such as track record and experience will need to be considered.

Minimum Grant Level

A minimum grant level of \$15,000 for CDBG, \$25,000 for HOME, and \$50,000 for ESG (excluding Homelessness Management Information Systems) has been established for the purpose of ensuring the most efficient use of these funds.

Project and Program Funding

Pre-existing Projects and Programs having other funding sources will be given priority. Grant funding is intended to supplement a project or a program and not be its full funding source.

Federal funding varies from year to year as do the needs of the community. Therefore, it is important for a project or program to sustain itself should City funding not be available. Such an approach will also provide for the maximum leveraging and impact.

Minimal Applicant Requirements

In order to ensure an applicant is adequately qualified to administer an activity per the federal statutes and regulations, a set of minimal applicant requirements shall be established for inclusion in the grant application. The requirements shall be reasonable and comply with HUD regulations and best practice recommendations. It is preferred that an applicant have a minimum of three years of successful grant management experience. This may be supported by written documentation; for example, unqualified audit opinion letter.

Multi-Year Agreements

The City shall execute a standard subrecipient agreement and offer the possibility of multi-year agreements when deemed reasonable. Extensions shall be issued only in instances where funding and time restrictions allow.

ESG Match Requirements

Federal regulations require a 100% match for the ESG program. The City shall require the subrecipient be responsible for the full match. The match may be met with a combination of cash or in-kind services. HUD regulations allow for the match to come from other grant sources.

Proof of 100% match is required prior to a notice to proceed and the execution of a contract with the City. Initial documentation of proof of match shall be provided with the application for evaluation. Final verifiable third-party documentation providing proof of award and availability of funds shall be provided before entering into agreement with the City. If proof of award cannot be provided, then any award of ESG funds will be adjusted as necessary based on the available verified match.

ESG Program Costs

The City must ensure that all costs charged to ESG are allowable, allocable and reasonable for the proper performance and administration of the award. Direct and indirect project costs should be reasonable relative to the total costs of the project/program. An approved indirect cost rate must be provided in order to recover indirect costs.

**** These activities pertain to the CDBG Program only.***

CITY OF MORENO VALLEY
CDBG 2020 INCOME LIMITS
 Revised Annually by the Dept. of Housing & Urban Development (HUD)

Annual Income Level	% of Area Median	Number of Persons in Household							
		1	2	3	4	5	6	7	8
Extremely Low Income	30%	\$ 15,850	\$ 18,100	\$ 21,720	\$ 26,200	\$ 30,680	\$ 35,160	\$ 39,640	\$ 44,120
Very Low Income	50%	\$ 26,400	\$ 30,150	\$ 33,900	\$ 37,650	\$ 40,700	\$ 43,700	\$ 46,700	\$ 49,700
Low Income	80%	\$ 42,200	\$ 48,200	\$ 54,250	\$ 60,250	\$ 65,100	\$ 69,900	\$ 74,750	\$ 79,550

Effective Date: April 1, 2020

<https://www.huduser.gov/portal/datasets/il/il2020/2020summary.odn>

Attachment: HUD CDBG 2020 Income Limits Summary [Revision 1] (4193 : PUBLIC HEARING FOR THE ANNUAL ACTION PLAN FOR

CITY OF MORENO VALLEY

2020 HUD Emergency Grants Solutions Program Income Limits

Revised Annually by the Dept. of Housing & Urban Development (HUD)

ESG 30% Extremely Low Income

Median	Number of Persons in Household							
	1	2	3	4	5	6	7	8
\$ 75,300	\$15,850	\$18,100	\$20,350	\$22,600	\$24,450	\$26,250	\$28,050	\$29,850

Effective Date: April 1, 2020

<https://www.huduser.gov/portal/datasets/il/il20/IncomeLimits-30-FY20.pdf>

ESG-CV 50% Very Low Income

Median	Number of Persons in Household							
	1	2	3	4	5	6	7	8
\$ 75,300	\$26,400	\$30,150	\$33,900	\$37,650	\$40,700	\$43,700	\$46,700	\$49,700

Effective Date: April 1, 2020

<https://www.huduser.gov/portal/datasets/il/il2020/2020summary.odn>

Attachment: HUD CDBG 2020 Income Limits Summary [Revision 1] (4193 : PUBLIC HEARING FOR THE ANNUAL ACTION PLAN FOR

CITY OF MORENO VALLEY
2020 ADJUSTED HOME INCOME LIMITS
 Revised Annually by the Dept. of Housing & Urban Development (HUD)


Annual Income Level	Number of Persons in Household							
	1	2	3	4	5	6	7	8
Extremely Low Income (30%)	\$ 15,850	\$ 18,100	\$ 20,350	\$ 22,600	\$ 24,450	\$ 26,250	\$ 28,050	\$ 29,850
Very Low Income (50%)	\$ 26,400	\$ 30,150	\$ 33,900	\$ 37,650	\$ 40,700	\$ 43,700	\$ 46,700	\$ 49,700
60% Limits	\$ 31,680	\$ 36,180	\$ 40,680	\$ 45,180	\$ 48,840	\$ 52,440	\$ 56,040	\$ 59,640
Low Income (80%)	\$ 42,200	\$ 48,200	\$ 54,250	\$ 60,250	\$ 65,100	\$ 69,900	\$ 74,750	\$ 79,550

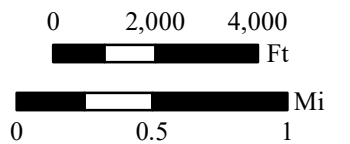
Effective: July 1, 2020

https://files.hudexchange.info/reports/published/HOME_IncomeLmts_State_CA_2020.pdf

CITY OF MORENO VALLEY HUD LOW-MOD CENSUS TRACTS/BLOCK 2020

EFFECTIVE DATE: JULY 1, 2020

 HUD Low-Mod Tracts/BlkGrps

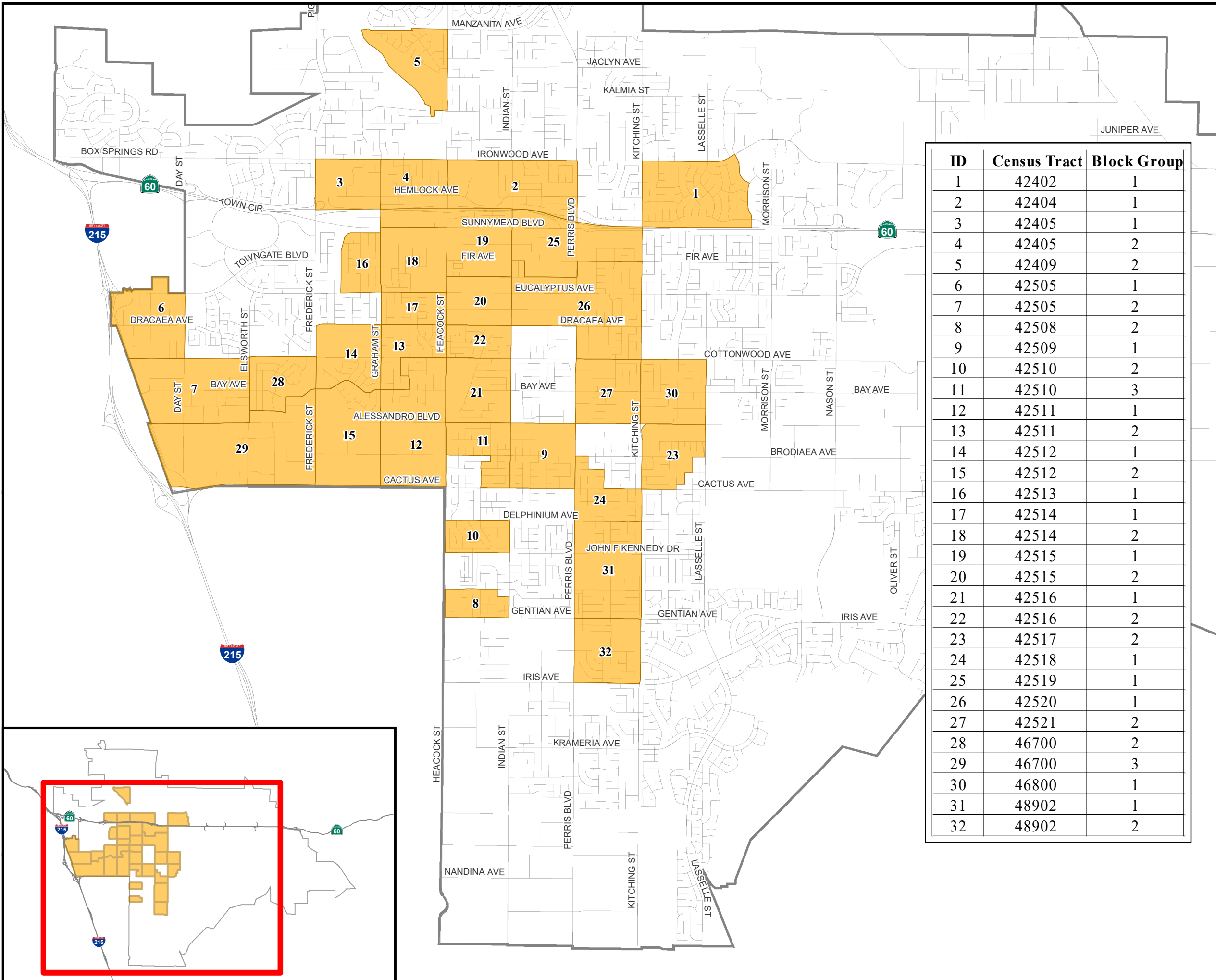


Map Produced by Moreno Valley Geographic Information System
Geographic Information in:
State Plane NAD 83 California Zone 6 Feet
G:\Divisions\Finance\2020\MXD\
CDBG_HUD_Tracts041420B.mxd
20 April 2020

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Riverside County and City of Moreno Valley will not be held responsible for any claim: losses or damages resulting from the use of this map.



ID	Census Tract	Block Group
1	42402	1
2	42404	1
3	42405	1
4	42405	2
5	42409	2
6	42505	1
7	42505	2
8	42508	2
9	42509	1
10	42510	2
11	42510	3
12	42511	1
13	42511	2
14	42512	1
15	42512	2
16	42513	1
17	42514	1
18	42514	2
19	42515	1
20	42515	2
21	42516	1
22	42516	2
23	42517	2
24	42518	1
25	42519	1
26	42520	1
27	42521	2
28	46700	2
29	46700	3
30	46800	1
31	48902	1
32	48902	2



Attachment: HUD CDBG Low-Mod Census Tracts - Effective 7-1-20 (4193 : PUBLIC HEARING FOR THE ANNUAL ACTION PLAN FOR PROGRAM



FISCAL YEAR 2021/22
CITIZEN PARTICIPATION PLAN

City of Moreno Valley
Financial & Management Services Dept.
Financial Operations Division
14177 Frederick St. PO Box 88005
Moreno Valley, CA 92552-0805

FISCAL YEAR 2021/22 CITIZEN PARTICIPATION

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM
EMERGENCY SOLUTIONS GRANTS (ESG) PROGRAM**

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Attachment: Fiscal Year 2021/22 Citizen Participation Plan [Revision 1] (4193 : PUBLIC HEARING FOR THE ANNUAL ACTION PLAN FOR

**CITY OF MORENO VALLEY
CONSOLIDATED PLAN 2018-2023**

CITIZEN PARTICIPATION PLAN

INTRODUCTION

The City of Moreno Valley is required by law to have a detailed Citizen Participation Plan which contains the City's policies and procedures for public involvement in the Consolidated Plan process and the use of CDBG, HOME, and ESG funds. The Moreno Valley Citizen Participation Plan was developed pursuant to the U.S. Department of Housing and Urban Development (HUD), Consolidated Submission for Community Planning and Development Programs, as required under 24CFR Part 91 and Part 8. The Citizen Participation Plan provides the method and process by which the City of Moreno Valley will encourage citizen participation in the development of its Consolidated Plan. Through this plan, citizens will be afforded the opportunity to provide input regarding housing and community development needs, issues and problems affecting low-and moderate-income persons, the development of strategies, project selections and funding distributions.

CARES Act provisions responding to COVID-19 pandemic

The *Coronavirus Aid, Relief, and Economic Security Act* (CARES Act), Public Law 116-136, was signed by President Trump on March 27, 2020 and made available \$5 billion in U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant Coronavirus (CDBG-CV) funds and \$1 billion in Emergency Solutions Grants Program Coronavirus funds (ESG-CV) to prevent, prepare for, and respond to the coronavirus (COVID-19). Of this amount, HUD is immediately allocating \$2 billion of CDBG-CV funds and \$1 billion in ESG-CV funds based on the fiscal year 2020 entitlement formula.

In addition, HUD has granted certain waivers with regard to public noticing and the public comment period normally required in a recipient agency's Citizen Participation Plan for Substantial Amendments in order to accelerate the implementation of selected eligible activities for the CDBG-CV and ESG-CV funds and to quickly respond to the growing spread and effects of COVID-19. The City has notified HUD of its election of two of the waivers as further explained below under *D. Amendments to the Annual Action Plan*.

Encouraging Public Participation

The law requires that the City's Citizen Participation Plan both provide for and encourage public participation, emphasizing involvement by low and moderate-income people, especially those living in low-and moderate-income neighborhoods (see page 15, CDBG Target Area Map). Also, HUD expects the City to take whatever actions are appropriate to encourage the participation of minorities, people who do not speak English, and people with disabilities.

Community Development Block Grant (CDBG), Home Investment Partnerships Program (HOME),
Emergency Solutions Grants Program (ESG) – FY 2021/22 Citizen Participation Plan

The City also maintains a distribution list of persons, agencies, and organizations that have expressed interest in the City's CDBG, HOME, and ESG programs. Notifications of events, such as the Community Needs Assessment meetings, are e-mailed directly to those on the distribution list to encourage public participation.

The Role of Low Income People

The law declares that the primary purpose of the programs covered by this Citizen Participation Plan is to improve communities by providing: decent housing, a suitable living environment, and growing economic opportunities – all for principally low and moderate-income people.

The City of Moreno Valley will provide the Riverside County Public Housing Authority with a copy of all Public Notices that are published during the Consolidated Plan process. The City encourages input from residents of public housing developments and via the Public Housing Authority; residents are notified of Community Needs Meetings as well as Public Hearings.

Because the amount of federal CDBG, HOME, and ESG money the City receives each year is mostly based upon the severity of both poverty and substandard housing conditions in the City, it is necessary that public participation genuinely involve low- income residents who experience these conditions. Genuine involvement by low- income people must take place at all stages of the process, including:

- Identifying needs
- Setting priorities among these needs, deciding how much money should be allocated to each high-priority need and suggesting the types of programs to meet high-priority needs
- Overseeing the way in which programs are carried out

The Various Stages of the Consolidated Plan Process

The policies and procedures in this Citizen Participation Plan relate to several stages of action mentioned in law or regulation. In general, these stages or events include:

1. Identification of community and housing needs (via a Public Hearing(s))
2. Preparation of a draft use of funds for the upcoming year, called the Proposed Annual Action Plan (Public Hearing required)
3. Formal approval by the City Council of the Final Annual Action Plan (via a Public Hearing)
4. In the case where it is necessary to change the use of money already budgeted in an Action Plan or change priorities, a Substantial Amendment will be proposed (completed via Public Hearing)
5. After the program year is complete, a Consolidated Annual Performance and Evaluation Report (CAPER) is drafted for public review and comment and

Community Development Block Grant (CDBG), Home Investment Partnerships Program (HOME),
Emergency Solutions Grants Program (ESG) – FY 2021/22 Citizen Participation Plan

then submitted to HUD.

The Program Year

The program year for Moreno Valley coincides with the City’s fiscal year running from July 1st through June 30th.

PUBLIC NOTICES

Items Covered by the Public Notice Requirement

Advance public notice is provided once a federally required document is available for public review and comment, such as the Annual Action Plan or Consolidated Plan. In addition, advance public notice of all Public Hearings and public meetings is provided at least two weeks in advance.

Public Notice Schedule

Advance notice of all available documents, Public Hearings and public meetings is provided at least two weeks in advance. The notices will give residents a clear understanding of the event being announced. The following is a general timeline of when public notices are published:

<i>October</i>	Notice of Community Needs Meetings/Public Hearings
<i>October</i>	Notice of Public Hearing to Identify Community Needs
<i>December</i>	Notice of Funding Availability and Application Process
<i>March</i>	Notice of Public Hearing to Discuss Proposed Action Plan
<i>March</i>	Notice of Action Plan Availability for Public Review
<i>March</i>	Notice of Public Hearing to Adopt Final Action Plan
<i>As Needed</i>	Notice of Availability of Amendment to Consolidated/Action Plan
<i>As Needed</i>	Notice of Public Hearing to Amend Consolidated/Action Plan

Forms of Public Notice

Public notices are published in the Press-Enterprise Newspaper as display advertisements in the non-legal section of the local edition. A copy of the public notice will be sent to any person or organization requesting to be on the mailing list.

PUBLIC ACCESS TO INFORMATION

As required by law, the City will provide the public with reasonable and timely access to information and records relating to the data or content of the Consolidated Plan, as well as the proposed, actual and past use of funds covered by the Citizen Participation Plan.

Community Development Block Grant (CDBG), Home Investment Partnerships Program (HOME),
Emergency Solutions Grants Program (ESG) – FY 2021/22 Citizen Participation Plan

Regarding the past use of funds, the law requires reasonable public access to records about any uses of these funds during the previous five years.

Also, the City will provide the public with reasonable and timely access to local meetings relating to the proposed or actual use of funds.

Standard Documents

Standard documents include:

- The proposed and final Annual Action Plans
- The proposed and final Five-Year Consolidated Plan (CONPLAN)
- Proposed and final Substantial Amendments to either an Annual Action Plan or the Five-Year Consolidated Plan
- Consolidated Annual Performance and Evaluation (CAPER) Report
- Citizen Participation Plan

Availability of Standard Documents

All documents are available for immediate public review at City Hall in the Financial & Management Services Department. Copies of standard documents that are not currently posted for public review will be provided to the public within five working days of the request at no cost. Copies of draft documents such as the Action Plan and CAPER are available at several locations for public review. These locations are: The Library, the Community Senior Center, City Hall, and the Conference and Recreation Center, along with the City's public website. Documents remain at each of the designated locations for the entire required review time that is specified in the applicable public notice. All final documents are available for public review at City Hall during normal business hours.

PUBLIC HEARINGS

Public Hearings are required by law in order to obtain the public's views and to provide the public with the City's responses to public questions and proposals. The law requires a minimum of two public meetings at two different stages of the process. The City will conduct two Public Hearings and additional Public Meetings at the following stages of the process: Identifying Needs, Proposed Annual Action Plan (Project Selection), and the Final Annual Action Plan adoption. Public Hearings are also conducted for amendments to the Annual Action Plan as needed.

Access to Public Hearings

Public Hearings will be held only after there has been adequate notice as described in the "Public Notice" part of this Citizen Participation Plan, including a display advertisement in the non-legal section of the newspaper at least two weeks prior to the Public Hearing. Public Hearings are conducted during the regularly scheduled City Council meetings.

Public Hearings and Populations with Unique Needs

All Public Hearings will be held at locations accessible to people with disabilities and provisions will be made for people with disabilities when requests are made within at least five working days prior to a hearing. Translators will be provided for people who do not speak English when requests are made at least five working days prior to a hearing.

Conduct of Public Hearings

To ensure that Public Hearings are meaningful to residents, each Public Hearing will be conducted in the presence of the City Council. Each resident choosing to speak will be allowed a maximum of three minutes to make a verbal presentation.

The following is a general timeline of when public hearings are conducted during the process:

November	Public Hearing to Identify Community Needs
April	Public Meeting to Discuss Proposed Annual Action Plan
May	Public Hearing to Adopt Final Annual Action Plan As
needed	Public Hearing to Amend Consolidated/Action Plan

STAGES IN THE PROCESS

A. IDENTIFYING NEEDS

Because the housing and community development needs of low and moderate-income people are so great and so diverse, priorities must be set to decide which needs should get more attention and more resources than other needs. This is the basic reason the Consolidated Plan exists.

A Public Hearing is required to obtain resident’s opinions about needs and what priority those needs have. In order to encourage public involvement, a Public Hearing is conducted to allow residents to express comments regarding the needs of the City’s low and moderate-income populations. The Public Hearing about community needs will be completed at least 15 days before a draft Annual Action Plan is published for comment so that the needs identified can be considered by the City and addressed in the draft Annual Action Plan.

B. THE PROPOSED ANNUAL ACTION PLAN (AND/OR FIVE-YEAR CONPLAN)

The law providing the funds covered by the Citizen Participation Plan calls for improved accountability of jurisdictions to the public. In that spirit, and in compliance with the terms of the law, the City will use the following procedures:

At the beginning of this stage, the City will provide the public with an estimate of the amount of CDBG, HOME, and ESG funds it expects to receive in the upcoming year, along with a description of the range of types of activities that can be funded with these resources. Also,

Community Development Block Grant (CDBG), Home Investment Partnerships Program (HOME),
Emergency Solutions Grants Program (ESG) – FY 2021/22 Citizen Participation Plan

the public will be given an estimate of the amount of these funds that will be used in ways that will benefit low and moderate-income people.

Displacement and Relocation

The City does not have any plans to displace or relocate any residents from their homes using CDBG, HOME, or ESG funds. If a project necessitated displacement or relocation, it would be done in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), which requires preparation of an “anti-displacement plan.” The anti-displacement plan would describe how the City would compensate people who are displaced as a result of the use of the funds, specifying the type and amount of compensation.

Technical Assistance

City Staff will work with organizations and individual’s representative of low-and moderate-income people who are interested in submitting a proposal to obtain funding for an activity. All potential applicants for funding are encouraged to contact City staff for technical assistance before completing a proposal form.

Availability of a Proposed Annual Action Plan

Within 3 weeks after the Public Hearing about the Proposed Annual Action Plan, the City will make the Proposed Annual Action Plan available to the public. In addition, copies will be available at the locations specified above in the section, “Public Access to Information.” A public notice will be published at least two weeks prior to the document’s availability. The term “notice” described earlier in the section on “Public Notice” will be used.

Also, the date the Proposed Annual Action Plan is available to the public will be at least 30 days prior to the date a Final Annual Action Plan is approved by the City Council so that low and moderate-income people will have a reasonable opportunity to examine it and to submit comments.

Public Hearing and Further Action

A Public Hearing about the Proposed Annual Action Plan will be conducted by the City Council within 30 days before it is available to the public. In addition, this Public Hearing will be held so that there are at least another 30 days before the Final Annual Action Plan is approved by the City Council so that the elected officials can consider the public’s comments from the Public Hearing.

In preparing a Final Annual Action Plan, careful consideration will be given to all comments and views expressed by the public, whether given as verbal testimony at the Public Hearing or submitted in writing during the review and comment period. The Final Annual Action Plan

Community Development Block Grant (CDBG), Home Investment Partnerships Program (HOME),
Emergency Solutions Grants Program (ESG) – FY 2021/22 Citizen Participation Plan

will have a section that presents all comments and explains why any comments were not accepted.

C. THE FINAL ANNUAL ACTION PLAN (AND/OR FIVE-YEAR CONPLAN)

Copies of the Final Annual Action Plan will be made available to the public at City Hall for review. Copies can be obtained free of charge and within five business days of the request.

D. AMENDMENTS TO THE ANNUAL ACTION PLAN (AND/OR FIVE-YEAR CONPLAN)

The Final Annual Action Plan will be amended any time there is: a change in one of the Priorities presented on the HUD-required Priority Table, a change in the use of money to an activity not mentioned in the Final Annual Action Plan, or, a change in the purpose, location, or scope of beneficiaries of an activity. The public will be notified whenever there is an amendment.

Substantial Amendments

The following will be considered “substantial” amendments:

1. A change in the use of CDBG, HOME, or ESG money from one activity to another.
2. The elimination of an activity originally described in the Annual Action Plan.
3. The addition of an activity not originally described in the Annual Action Plan.
4. A change in the purpose of an activity, such as a change in the type of activity or its ultimate objective – for example, a change in a construction project from housing to commercial.
5. A meaningful change in the location of an activity.
6. A change in the type or characteristics of people benefiting from the activity. Among the “characteristics” are:
 - a. The HUD-recognized income levels of: 0-30 percent of Area Median Income (AMI); between 31 and 50 percent AMI; and between 51 to 80 percent AMI
 - b. Race or ethnicity
 - c. Renter or homeowner
 - d. Single households, small households (two to four persons), large households (five or more persons)
7. A 20% decrease in the number of low and moderate-income people benefiting from an activity.
8. A change in the scope of an activity, such that there is a 20% increase or decrease in the amount of money allocated to the activity.

Public Notice and Public Hearing for Substantial Amendments

There must be reasonable notice of a proposed Substantial Amendment so that residents will have an opportunity to review it and comment on it. Notice will be made according to

Community Development Block Grant (CDBG), Home Investment Partnerships Program (HOME),
Emergency Solutions Grants Program (ESG) – FY 2021/22 Citizen Participation Plan

the procedures described earlier in this Citizen Participation Plan, with the addition of the following procedures specifically for Substantial Amendments:

1. There will be advanced notice of the availability of a proposed Substantial Amendment 30 days before there is a Public Hearing.
2. A detailed written description of the proposed Substantial Amendment will be made available to the public. Also, copies will be available at the locations indicated earlier in this Citizen Participation Plan under “Public Access to Information.”
3. There will be a Public Hearing regarding the proposed Substantial Amendment conducted by the City Council. This Public Hearing will not take place until the public has had 30 days to review the proposed Substantial Amendment.
4. The Public Hearing will be held no sooner than two weeks prior to submission to HUD.
5. In preparing the Final Substantial Amendment, careful consideration will be given to all comments and views expressed by the public, whether given as verbal testimony at the Public Hearing or submitted in writing during the review and comment period. The Final Substantial Amendment will have a section that presents all comments and explains why any comments were not accepted.
- 6.

Public Notice and Public Hearing for Substantial Amendment-CARES Act

The City has notified the LA HUD office of its election of eligible CARES Act waivers to Citizen Participation public noticing and comment period to accelerate the implementation of selected eligible activities for the CDBG-CV and ESG-CV funds and to quickly respond to the growing spread and effects of COVID-19.

Notice of Public Hearing and public comment period for any FY 2019/20 Substantial Amendment for the CARES Act funds (CARES Act Amendment) will be at least five days in advance as allowed by HUD waivers. The notices will give residents a clear understanding of the event being announced.

There must be reasonable notice of a proposed CARES Act Amendment so that residents will have an opportunity to review it and comment on it. Notice will be made according to the procedures described earlier in this Citizen Participation Plan for SA- CARES Act, with the addition of the following procedures specifically for CARES Act Amendment:

1. There will be advanced notice of the availability of a proposed Substantial Amendment at least 5 days before there is a Public Hearing.
2. A detailed written description of the proposed CARES Act Amendment will be made available to the public. Also, copies will be available at the locations indicated earlier in this Citizen Participation Plan under “Public Access to Information.”
3. There will be a Public Hearing regarding the proposed CARES Act Amendment conducted by the City Council. This Public Hearing will not take place until the public has had at least 5 days to review the proposed CARES Act Amendment.
4. The Public Hearing will be held no sooner than two days prior to submission to HUD.

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- 5. If social distancing orders relating to the COVID-19 outbreak are still being enforced, the City will provide video/audio access to the public through video conferencing medium such as Zoom.
- 6. In preparing the Final Substantial Amendment, careful consideration will be given to all comments and views expressed by the public, whether given as verbal testimony at the Public Hearing or submitted in writing during the review and comment period. The final CARES Act Amendment will have a section that presents all comments and explains why any comments were not accepted.

E. CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)

Every program year the City must submit to the Department of Housing and Urban Development (HUD) a Consolidated Annual Performance and Evaluation Report (CAPER) within 90 days of the close of the program year. In general, the CAPER must describe how funds were used during the program year and the extent to which these funds were used for activities that benefited low and moderate-income people.

Public Notice for the Consolidated Annual Performance and Evaluation Report (CAPER)

There must be reasonable notice that the Consolidated Annual Performance and Evaluation Report (CAPER) is available so that residents will have an opportunity to review it and comment on it. Notice will be made according to the procedures described earlier in this Citizen Participation Plan, with the addition of the following procedures specifically for the CAPER:

- 1. The City will publish a notice of CAPER availability two weeks in advance of the public review period.
- 2. A complete copy of the CAPER will be made available to the public at the locations indicated earlier in the Citizen Participation Plan under “Public Access to Information.”
- 3. The public will have a minimum of 15 days to review and provide comments on the CAPER.
- 4. In preparing the CAPER for submission to HUD, careful consideration will be given to all comments views expressed by the public. The CAPER sent to HUD will have a section that presents all comments and explains why any comments were not accepted.

Contents of the CAPER

The CAPER provides details on the actions taken by the City and the accomplishments completed during the previous program year. Accomplishments include the number of low and moderate-income persons served and the ethnicity of those individuals. Also provided are expenditures taken during the year and funds spent undertaking each activity.

Community Development Block Grant (CDBG), Home Investment Partnerships Program (HOME),
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COMPLAINT PROCEDURES

Comments, suggestions or complaints may be addressed to the Financial & Management Services Department as follows:

City of Moreno Valley
Financial & Management Services Department Attn:
Financial Operations Division
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805 (951)
413-3450

All written complaints from the public will receive a meaningful written response within 15 working days after receipt.

CHANGES TO THE CITIZEN PARTICIPATION PLAN

The Citizen Participation Plan can be changed only after the public has been notified of the intent to modify it, and only after the public has had a reasonable chance to review and comment on proposed substantial changes to it.

Community Development Block Grant (CDBG), Home Investment Partnerships Program (HOME),
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FY 2021/22 Annual Action Plan & Citizen Participation Schedule

Date	Event
Tuesday, October 27, 2020	Public Meeting 1: Public Meeting to Review Action Plan Calendar Schedule and Objectives/Policies
Tuesday, November 17, 2020	Public Hearing 1: Public Hearing to Adopt Objectives/Policies & Collect Community Needs Comments
Thursday, December 10, 2020	Notice of Funding Availability (NOFA) Available. APPLICATIONS AVAILABLE FOR DISTRIBUTION.
Thursday, January 7, 2021	Application Workshop
Friday, January 29, 2021	Applications Due from Applicants
Monday, March 8, 2021	Finance Subcommittee 1:1 Meetings to Review Staff Project Recommendations- If necessary
Tuesday, March 23, 2021	Public Meeting 2: Open Technical Review Committee during Finance SubCommittee Meeting
Thursday, April 1, 2021	Commencement of 30 - Day Action Plan Public Comment/Review Period
Tuesday, April 20, 2021	Public Hearing 2 for Action Plan: Public Hearing to Review Project Recommendations as issued by the Finance Subcommittee
Tuesday, May 4, 2021	Close of 30 – Day Action Plan Public Comment/Review Period
Tuesday, May 4, 2021	Public Hearing 3 for Action Plan: Approve Annual Action Plan
Friday, May 14, 2021	Submittal of 2021/22 Action Plan to HUD



Report to City Council

TO: Mayor and City Council

FROM: Marshall Eyerman, Assistant City Manager

AGENDA DATE: November 17, 2020

TITLE: INTRODUCTION OF ORDINANCE ____ AMENDING CHAPTER 5.05 COMMERCIAL CANNABIS ACTIVITY; ADOPTION OF RESOLUTION 2020-____ ESTABLISHING ADMINISTRATIVE PROCEDURES FOR PROCESSING COMMERCIAL CANNABIS ENTITLEMENTS; AND ADOPTION OF RESOLUTION 2020-____ AMENDING THE CITY'S FEE SCHEDULE

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Introduce Ordinance ____, amending Chapter 5.05 Commercial Cannabis Regulatory Activity to provide clean up language to avoid duplicate or conflict with the State's Cannabis Regulations and schedule the second reading and adoption for the next regular City Council meeting;
2. Adopt Resolution 2020-____, establishing administrative procedures for processing commercial cannabis entitlements;
3. Adopt Resolution 2020-____ amending the City User Fee Schedule for Fiscal Year 2020-21 to include fees related to the application and permit process for commercial cannabis related businesses;
4. Direct City Manager to accept applications to fill the remaining available permits.

SUMMARY

These proposed recommendations will **NOT** increase the number of permits **nor relax** the City's current restrictions; rather they shall adopt the same standards imposed by the State's Cannabis Regulations, but which must be complied with in any event under the State's Cannabis Regulations. The primary purpose of these proposals is to provide

clean up language to avoid unnecessary confusion by removing all provisions within the City's regulations that duplicate or conflict with the State's Cannabis Regulations.

- Consideration and first reading of an Ordinance amending Chapter 5.05 Commercial Cannabis regulations of the permitting process. The minor amendments are necessary to clarify regulations for the permitting process, and to conform to the new State laws and Bureau of Cannabis Control interpretations.
 - No significant change
 - Keeps total license permits in the City at 43 total
 - Keeps outdoor cultivation prohibited under current ordinance
- Adopt Resolution establishing the application processes for commercial cannabis activity.
 - Application process opens December 2, 2020 at 7:30am (Upon the 2nd reading approval of the Cannabis Ordinance (currently we have 14 licenses remaining)
 - First come first served based on complete application (previously lottery system)
 - Initial deposit of \$89,463 required with application (no changes from previous requirement. Previously required community benefit, now they provide a fee in lieu)
 - Requires any provisional permittee to apply for a Conditional Use Permit (CUP) within ninety (90) days from the issuance of the provisional permit. (this is new but is added to prevent applicant on not processing a CUP application)
- Adopt Resolution amending the City User Fee Schedule to include fees only related to the application and permit process for commercial cannabis related businesses.
 - Application fee \$9,551 (no change)
 - Interview fee \$1,556 (no change)
 - Annual permit fee \$58,356 (no change)
 - Annual Community Benefit Fee \$20,000 (new fee; replaces prior requirement; benefits funded through either Foundation or Gen. Fund)
 - Current Ordinance requires a Community Benefit component as part of the permit but is silent on what that would be.

DISCUSSION

The City currently permits, on a limited basis, certain cannabis businesses to operate in the City, provided that the entity proposing to operate the business obtains the following: (1) City Regulatory Permit, (2) City Business License, (3) Conditional Use Permit, (4) Certificate of Occupancy; (5) State License; (6) State Seller's Permit, and (7)

all other relevant and necessary governmental use and regulatory permits and licenses. In addition, the business must register for the City's Commercial Cannabis Activity Tax.

Regulatory Permit – Annual Basis

The purpose of the City's regulatory permit is to ensure that the proposed business's operations are conducted in a manner that provides adequate security and protects the safety of the business's workers and customers and the general public. Whereas, the purpose of the conditional use process (as discussed more fully below) is to ensure that the business is also operated in a manner that does not cause detrimental impacts on the surrounding neighborhood and public infrastructure. In light of the foregoing, every proposal to operate a cannabis business in the City is individually subject to close scrutiny, at various points during the review process, by City staff and City consultants, the Planning Commission and the City Council with meaningful input from interested members of the public.

The only types of commercial medicinal and/or adult-use cannabis activities permitted to operate in the City include: (1) Dispensaries; (2) Testing; (3) Cultivation; (4) Manufacturing; (5) Distribution Centers; and (6) Microbusinesses.

Since the adoption of the City's current regulations, the operation of commercial cannabis businesses in California has become heavily regulated primarily by the following three State agencies:

- The Bureau of Cannabis Control is the lead agency in regulating commercial cannabis licenses for medical and adult-use cannabis in California. The Bureau is responsible for licensing retailers, distributors, testing labs, microbusinesses, and temporary cannabis events.
- The Manufactured Cannabis Safety Branch, a division of the California Department of Public Health, is responsible for regulating and licensing all commercial cannabis manufacturing in California.
- CalCannabis Cultivation Licensing, a division of the California Department of Food and Agriculture, ensures public safety and environmental protection by licensing and regulating commercial cannabis cultivators in California. CalCannabis also manages the state's track-and-trace system, which tracks all commercial cannabis and cannabis products from cultivation to sale. CalCannabis is organized into two branches: Licensing Branch and Compliance and Enforcement Branch.

The major significant laws and regulations that used to govern medicinal and adult-use commercial cannabis have essentially been consolidated under the Medicinal and Adult-Use Cannabis Regulation and Safety Act , as set forth in the Business & Professions Code §26000 *et seq.*, and its implementing regulations adopted by the Bureau of Cannabis Control (16 Cal. Code of Regulations §5000 *et seq.*) (collectively, "State's Cannabis Regulations.").

In light of the State's extensive and evolving regulations of the of the commercial cannabis industry, staff is recommending that Chapter 5.05 (Commercial Cannabis Regulatory Permit) of Title 5 (Business Regulations) of the Municipal Code, which pertains to the City's regulatory permit process, be updated to remove provisions that duplicate provisions contained in the State's Cannabis Regulations and to maintain or add new regulatory provisions to address areas of concern regarding the operation of these businesses within the City that are not addressed in the State's Cannabis Regulations or in the City's conditional use permit regulations.

These proposed recommendations will **NOT** increase the number of permits **nor relax** the City's current restrictions; rather they shall adopt the same standards imposed by the State's Cannabis Regulations, but which must be complied with in any event under the State's Cannabis Regulations. The primary purpose of these proposals is to provide clean up language to avoid unnecessary confusion by removing all provisions within the City's regulations that duplicate or conflict with the State's Cannabis Regulations.

Conditional Use Permit Requirement

It is important to note that the through the conditional use permit process, a cannabis business may only be permitted if the City finds that: (1) The proposed business is consistent with the goals, objectives, policies and programs of the City General Plan; (2) The proposed business complies with all City zoning and all City regulations; (3) The proposed business will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity; and (4) the location, design and operation of the proposed business will be compatible with existing and planned land uses in the vicinity. In addition, under the conditional use permit review process, the City may impose conditions of approval related to on-site improvements (such as parking, landscaping, exterior lighting, driveways, etc.) off-site improvements (such as sidewalks, landscaping, streets, signalization, etc.) and any other conditions as may be deemed necessary to protect the public health, safety and welfare, provided that there is a nexus between the condition of approval and the impacts of the business on the surrounding neighborhood and infrastructure.

State Licensing Regulations

The State's Cannabis Regulations require that the following types of commercial medicinal and/or adult-use cannabis activities obtain a State license before they can operate within the State: (1) Dispensaries; (2) Testing; (3) Cultivation; (4) Manufacturing; (5) Distribution Centers; and (6) Microbusinesses. A State license, however, will not be issued unless the applicant for the State license has obtain permission to operate the subject business by the local jurisdiction (i.e., the City). This means an applicant cannot obtain a State license unless and until the applicant obtains approval by the City to operate within the City, which is contingent upon the applicant obtaining the requisite State license. The purposes of the duel (State and City) regulatory process is to maintain local control and provide thorough "checks and balances" with respect to this heavily regulated business activity.

The State's licensing scheme addresses the following items, which the proposed ordinance will follow with respect to the City's regulatory permit process and operational standards:

- **Background Checks.** Applicant must provide detailed descriptions of any criminal convictions which include a detailed description of each offense, the dates of any convictions, and if applicable, the dates of incarceration, probation and parole.
- **Premises Diagram.** An applicant must submit a complete and detailed diagram of the proposed premises.
- **Street Address.** The business must have a distinct street address.
- **Alcohol Use.** The business is prohibited from storing or allowing the consumption of alcoholic beverages.
- **Disclosure of Financial Interests in Entity.** The identities of all entities and individuals with a financial interest in the business must be disclosed.
- **Display of State License.** The business must display its state license in a conspicuous place within the business viewable in plain sight to guests, visitors and customers upon entry into the business.
- **Use of Legal Business Name.** The business shall use its legal business name on all documents related to commercial cannabis activity.
- **Hours of Operation.** The business may only be operated during the hours of 6 a.m. to 10 p.m.
- **Limited-Access Areas.** The business shall ensure that only its employees and authorized individuals have access to the limited-access areas of the business.
- **Requirements While Not Open for Business.** The business is required to be adequately secured during closing hours to prevent theft and burglaries.
- **Age Restriction of Workers.** The business's employees, volunteers and independent contractors shall be at least 21 years of age.
- **Identification Badges.** The business shall require all persons acting for or employed by the business to wear a laminated or plastic-coated identification badges during business hours.
- **Alarm System.** The business shall maintain an alarm system, which shall be installed, maintained, monitored and responded to by a licensed alarm company operator, or its registered alarm agents.
- **Locks.** The business shall use commercial-grade, nonresidential door locks on all points of entry and exit to the business and to any limited-access areas.
- **Video Surveillance System.** The business shall install, maintain and operate a video surveillance system.
- **Security Personnel.** The business engaged in any storefront retail sales shall hire or contract for security personnel to provide on-site security services during the hours of operation.
- **Storage of Inventory.** The business shall store all cannabis inventory in a secured manner, separated from employee break rooms, changing facilities and bathrooms.

- **Track and Trace System.** The business shall create, maintain and monitor an active and functional account within the track and trace system.
- **Records Retention.** The business shall keep and maintain all records related to its cannabis activities for set periods of time subject to review at any time.

Again, the Manufactured Cannabis Safety Branch of the California Department of Public Health oversees the regulation and licensing of all commercial cannabis manufacturing in California, and the CalCannabis Cultivation Licensing, a division of the California Department of Food and Agriculture, regulates in the area of public safety and environmental protection as it also related to commercial cannabis cultivators in California.

There are additional State regulations, but the above items specifically relate to operational matters pertaining primarily to security and safety issues.

Proposed Ordinance - Commercial Cannabis Regulatory Permit

Since there is a multi-tiered and dual jurisdictional review of any proposal to operate a commercial cannabis business activity within the City, which includes review by the State Bureau of Cannabis Control with respect to the State licensing requirements and operational standards, the City's conditional use permit procedures which review potential impacts a proposed cannabis activity may have on the community, public infrastructure and on-site and off-site improvements, the City's Commercial Cannabis Regulatory Permit regulations will focus on ensuring that a commercial cannabis business is operated in compliance with all applicable State and City policies and regulations, including without limitation all businesses and public health and safety regulations. The regulatory permit provision also ensure that a commercial cannabis business pays all applicable fees such as application processing fees, annual regulatory fees, annual community benefit fees and other applicable fees, plus the City's commercial cannabis tax.

In light of the foregoing, the proposed ordinance includes the following provisions:

- **Commercial Cannabis Regulatory Permit - Required.** A regulatory permit will be required for Cannabis Dispensaries, Cannabis Testing, Cannabis Cultivation, Cannabis Manufacturing, Cannabis Distribution Centers and Cannabis Microbusinesses.
- **Application Procedures.** Eligible applicants may apply for a regulatory permit pursuant to the administrative procedures adopted and implemented by the City Manager or designee.
- **Landowner Approval.** An applicant will be required to submit legally binding documentation that the applicant has the right to occupy the premises for purposes of conducting a commercial cannabis business, such as but not limited to a lease or rental agreement or a deed that shows here are no conditions, covenants or restrictions against using the subject property for cannabis business activities.

- **Fees.** An applicant will be required to the following fees: (1) Application processing fees; (2) Annual regulatory fees; (3) Annual community benefit fees; and any other applicable fees. (Note: As a permitted cannabis business, the business will be subject to the City's commercial cannabis tax) based on the following findings and determinations.
 - That based on the Recitals and the Staff Report and related material and information, the City Council finds and determines as follows:
 - That the amount of the Application Fee reflects the reasonable costs incurred by the various departments of the City in connection with processing an application for a Commercial Cannabis Regulatory Permit pursuant to Chapter 5.05 (Commercial Cannabis Regulatory Permit) of the Moreno Valley Municipal Code for the privilege of developing and operating a commercial cannabis business activity within the City of Moreno Valley pursuant to all applicable State and local laws, rules and regulations;
 - That the amount of the Interview Fee reflects the reasonable costs incurred by the City in connection with interviewing an applicant regarding information germane to the applicant's application for a Commercial Cannabis Regulatory Permit pursuant to Chapter 5.05 (Commercial Cannabis Regulatory Permit) of the Moreno Valley Municipal Code for the privilege of developing and operating a commercial cannabis business activity within the City of Moreno Valley pursuant to all applicable State and local laws, rules and regulations;
 - That the amount of the Annual Permit Fee reflects the reasonable costs incurred by the City in connection with regulating commercial cannabis business activities, such as but not limited to administrative inspections, financial auditing, cannabis tax recordkeeping, community relations, criminal investigations, compliance monitoring, traffic enforcement and public safety patrols; and
 - That the amount of the Annual Community Benefit Fee reflects the reasonable anticipated costs of various purposes and programs intended to mitigate the potential social and health impacts and/or the potential negative secondary effects of cannabis use and commercial cannabis activities.
- **Grounds for Denial.** An application for a regulatory permit may be denied for the following reasons: (1) Same reasons a state license may be denied by the State's Cannabis Regulations; (2) The City has been denied access to inspect the subject premises; (3) The applicant's premises diagram does not conform to actual physical premises; (4) The applicant loses the permission of the record owner of the property to operate a cannabis business on the property; or (5) The

applicant's fee payments are not paid. The applicant has failed to pay any fees or taxes owed to the City or owes any outstanding civil debt to the City.

- **Provisional Permit.** A regulatory permit may be conditionally approved provided that the applicant provides adequate proof that the applicant will meet all the requirements and operational standards required of the State Cannabis Regulations.
- **Effective Date of Final Permit.** A regulatory permit may be deemed final and effective upon such time that the applicant obtains a conditional use permit, a City business license, a certificate of occupancy, a state license, a seller's permit, and all other relevant and necessary governmental use and regulatory permits and licenses and registers the business under the City's commercial cannabis tax provisions.
- **Annual Permit Renewal.** In order to remain in effect, a regulatory permit must be renewed on an annual basis, which may be summarily granted upon payment of any applicable fees, including the annual regulatory fee and the annual community benefit fee.
- **Community Relations.** A cannabis business must designate an on-site community relations contact to whom the City can provide notice of complaints regarding the operation of the business. The business must also provide this contact information to its business neighbors located within 100 feet of the business.
- **Operational Standards and Requirements.** The business shall comply with all applicable operational standards and requirements set forth in its state license and the State Cannabis Regulations, its conditional use permit and all applicable City regulations.
- **Violations.** It shall be unlawful to operate a commercial cannabis business in violation of any applicable provisions of the Municipal Code, any specific, additional operating procedures and measures as may be imposed as conditions in the regulatory permit and/or the entity's conditional use permit, and any provisions of the State Cannabis Regulations.

With respect to the necessary administrative procedure and forms regarding the application process, the proposed ordinance authorizes the City Manager to prepare and approve any administrative procedures and forms the City Manager, in consultation with the City Attorney, deems necessary or convenient for administering and/or implementing the provisions of the ordinance, consistent with its purpose and substantive provisions.

Application will be accepted

In order to fill the remaining permits, the City will be accepting applications beginning at 7:30AM on December 2, 2020. The completed applications will be accepted on a first come, first serve basis. **All required documents with original signatures must be hand delivered to City Hall located at 14177 Frederick Street, Moreno Valley, CA 92552.** In order to submit an application, the following must be received for the submittal to be deemed complete:

1. Applicant must submit a completed application. Application Procedures and requirements can be found as Exhibit A in the attached Resolution and on our website at <http://www.moval.org/cannabis/>.
2. Proof of landowner approval pursuant to Municipal Code Section 5.05.035 and as detailed in the Application Procedures.
3. All applicants will be required to submit a deposit of \$89,463, which may be held on deposit for up to one year. Deposit account will be charged for City fees, staff time and the Consultant’s time for reviewing applications and administrating the application process as shown in the table below. Applicants are advised that they may be required to pay additional amounts as required for the City’s completion of the application review process. Additional details can be found in the fee section of the Application Procedures.
 - a. Deposit of the \$89,463 must be made by a certified check, cashier’s check or money order made payable to the City of Moreno Valley. Please note, the City will not accept cash or credit cards and application fees are non-refundable however, any remaining balance not used from the deposit resulting in the Applicant not participating in any phase of the process will be returned to the Applicant as defined in the Application Procedures.

Application Fee	\$ 9,551
Interview Fee	\$ 1,556
Annual Permit Fee	\$ 58,356
Annual Community Benefit Fee	\$ 20,000

Please note the completed applications as described above will be date and time stamped when received and processed in order of receipt. The applications equal to the remaining permits above in each category will be processed and evaluated first. All other applications may be held for a period of one year in order to allow time for the previous applicants to meet all of the various conditions of approval. If an applicant cannot meet the conditions of approval to become operational, then the next applicant in the sequence will be contacted to start the application evaluation process.

An applicant on the waiting list can request to withdraw their application and any remaining deposit will be refunded. This effectively removes the applicant from the waiting list. If they choose to reapply, the new submittal date will be used as to determine placement on the waiting list.

Below is a summary of general procedures. Please visit www.moval.org/cannabis for the detailed procedure guidelines, application and Frequently Asked Questions regarding the City’s commercial cannabis regulations.

GENERAL PROCEDURES

1. **Application Form.** Application forms shall only be available at

- www.moval.org/cannabis.
2. **Priority.** Applications deemed “complete” by the City shall be processed in the order received.
 3. **Limited Number of Commercial Cannabis Regulatory Permits (CCRPs).** There are a limited number of CCRP’s available. Visit www.moval.org/cannabis for information regarding the number and kinds of available CCRPs.
 4. **Zoning Confirmation.** An applicant shall be required to obtain zoning conformation from the Community Development Director or designee, prior to submitting a CCRP application, that confirms that the location of the proposed business is zoned for the respective cannabis activity. Such zoning confirmation however shall not be interpreted as any form of approval of any permit, license or r entitlement to operate any type of commercial cannabis activities at the subject location.
 5. **Complete Application.** An application shall be deemed “complete” only if all requisite information and materials set forth in the application are provided, all requisite fees are paid, and the application contains the notarized signature of the applicant(s).
 6. **Maximum Number of Pages.** There shall be a 125-page limit on the total number of pages of information or material (unrelated to the applicant’s financial background) submitted with an application.
 7. **Fee Amounts.** Payment of the following fees shall accompany an application: (a) Application Fee in the amount of **\$9,551**; (b) Interview Fee in the amount of **\$1,556**; (c) Annual Permit Fee in the amount of **\$58,356**; and (d) Annual Community Benefit Fee in the amount of **\$20,000**. These fee amounts are subject to change at any time. No waiver or reduction of the fees shall be provided.
 8. **Fee Payments.** Fees shall be paid by certified check, cashier’s check or money order made payable to the City of Moreno Valley. The City will not accept cash or credit cards.
 9. **Submittal.** The application and all required material shall be submitted to the City via personal delivery to Financial and Management Services at the location set forth above.
 10. **Incomplete Application.** The City shall return an incomplete application to the applicant with a written explanation of what information or material must be submitted to deem the application complete for processing. Failure to provide the missing information within 30 days of the time an incomplete letter is dispatched by the City shall result in abandonment of the application without any right of appeal.
 11. **Returned Applications.** All rejected, abandoned, withdrawn or expired applications and any refundable fees shall be returned to the applicant.
 12. **Evaluation Criteria.** Complete applications shall be evaluated based on the requirements set forth in Chapter 5.05 of the Moreno Valley Municipal Code, which may be subject to change at any time. Visit www.moval.org/cannabis to review the requirements of Chapter 5.05.
 13. **Provisional Permit.** If the application is approved by the City, a provisional permit shall be issued, subject to various conditions of approval.
 14. **Conditional Use Permit.** Within 90 days of the approval of a provisional permit,

the permittee shall submit to the City's Community Development Department a complete application for the requisite conditional use permit pursuant to Chapter 9.09 of the Moreno Valley Municipal Code. Visit www.moval.org/cannabis to review the requirements of Chapter 9.09.

15. **Final Permit.** A provisional permit shall be deemed final which permits the permittee to operate the receptive commercial cannabis business upon such time that the applicant (i) obtains a commercial cannabis conditional use permit, a city business license, and a certificate of occupancy, (ii) registers the commercial cannabis business with the City's Tax Administrator, and (iii) obtains the appropriate commercial cannabis state license, a State seller's permit, and all other relevant and necessary regulatory permits, licenses and regulations. For more specific information, visit www.moval.org/cannabis.
16. **Indemnification.** Permittee shall defend, indemnify, and hold harmless the city and its officials against any challenged the legal validity or approval of the permittee's regulatory permit. Visit www.moval.org/cannabis to review the full scope of the indemnification requirements of Chapter 5.05.
17. **Denial.** If an applicant's complete application is denied after being evaluated by the City, the applicant shall not be legible to apply again for 12 months following the denial. The date of the denial shall be the date the denial letter was dispatched by the City to the applicant at the address contained in the subject application. Denial by the City Manager or designee shall be final and not appealable to the City Council.
18. **Fee Refunds.** The fees may be refundable in whole or in part under certain conditions. However, once a certificate of occupancy is issued no portion of the fees shall be refundable. Application Fee shall be refundable. For more information regarding the refundability of fees, please visit www.moval.org/cannabis.
19. **Wait List.** Once all available CCRPs have been issued, the City will establish a wait list for any outstanding applications. An applicant with an outstanding complete application on file with the City may request to be placed on the wait list for 12 months after the last available CCRP has been issued. Outstanding complete applications on the wait list shall be prioritized for processing based on the order received by the City.

SPECIFIC QUESTIONS?

Please submit any specific questions regarding your CCRP application to cannabispermit@moval.org.

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

The full Local Moreno Valley Commercial Cannabis Activity Tax (Measure M) rate based on 43 permits issued may generate approximately \$5,200,000 annually of locally controlled revenues to the General Fund to be used for any lawful expenditure, including but not limited to, maintaining 9-1-1 emergency response times; maintaining robbery and burglary suppression programs; maintaining safe and clean public areas; repairing potholes, local streets, and roads; and enhancing recreation and youth programs and facilities. The approval of the Annual Community Benefit fee could generate approximately \$860,000.

NOTIFICATION

Publication of the agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Brian Mohan
Financial Resources Division Manager

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

Concurred By:
Steve Quintanilla
Interim City Attorney

Concurred by:
Mike Lee
City Manager

CITY COUNCIL GOALS

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

Public 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. 1. New Cannabis Ordinance
- 2. 2. Reso - Application Procedure
- 3. 2a. Exhibit A - Moreno Valley Application Procedure Guideline First Come-Serve
- 4. 2b. CCRP Application
- 5. 3. Reso - User Fee Schedule

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	11/10/20 6:25 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	11/12/20 3:02 PM

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING AND REPLACING CHAPTER 5.05 (COMMERCIAL CANNABIS ACTIVITY) OF TITLE 5 (BUSINESS REGULATIONS) (OF THE MORENO VALLEY MUNICIPAL CODE WITH A NEW CHAPTER 5.05 TITLED “COMMERCIAL CANNABIS REGULATORY PERMIT”

WHEREAS, the City of Moreno Valley is a General Law city organized pursuant to Article XI of the California Constitution; and

WHEREAS, pursuant to the authority granted the City by Article XI, Section 7 of the California Constitution, the City has the police power to adopt regulations designed to promote the public convenience or the general prosperity, as well as regulations designed to promote the public health and safety; and

WHEREAS, the City of Moreno Valley has established a regulatory scheme for commercial cannabis business activities, which was enacted as Chapter 5.05 (Commercial Cannabis Activities) of Title 5 (Business Regulations) of the Moreno Valley Municipal Code in 2018; and

WHEREAS, since the adoption of the City’s current commercial cannabis business regulations, as set forth in Chapter 5.05 (Commercial Cannabis Activities), certain aspects of the operation of various types of commercial cannabis businesses in California have become increasingly regulated by various agencies of the State of California consistent with Proposition 64 (The Control, Regulate and Tax Adult Use of Marijuana Act) which was passed by the majority of California voters on November 8, 2016; and

WHEREAS, the Bureau of Cannabis Control is the lead State agency that regulates commercial cannabis licenses for medical and adult-use cannabis in California and is responsible for licensing retailers, distributors, testing labs, microbusinesses, and temporary cannabis events; and

WHEREAS, the Manufactured Cannabis Safety Branch, a Division of the California Department of Public Health, is responsible for regulating and licensing all commercial cannabis manufacturing in California; and

WHEREAS, CalCannabis Cultivation Licensing, a Division of the California Department of Food and Agriculture, ensures public safety and environmental protection by licensing and regulating commercial cannabis cultivators in California; and

WHEREAS, CalCannabis also manages the State's “Track-and-Trace System,” which tracks all commercial cannabis and cannabis products from cultivation to sale; and

WHEREAS, the major significant laws and regulations that used to govern medicinal and adult-use commercial cannabis have essentially been consolidated under the Medicinal and Adult-Use Cannabis Regulation and Safety Act, as set forth in the Business & Professions Code Section 26000 *et seq.*, and its implementing regulations adopted by the Bureau of Cannabis Control (16 Cal. Code of Regulations Section 5000 *et seq.*) (collectively, “State’s Cannabis Regulations”); and

WHEREAS, in light of the State’s extensive regulations of the commercial cannabis industry, staff recommended that Chapter 5.05 (Commercial Cannabis Activities) of Title 5 (Business Regulations) of the Municipal Code, which pertains to the City’s commercial cannabis regulatory permit process, be updated and replaced by a new Chapter 5.05 titled “Commercial Cannabis Regulatory Permit”; and

WHEREAS, the proposed new Chapter 5.05 (Commercial Cannabis Regulatory Permit) removes provisions of the City’s current commercial cannabis regulations which duplicate provisions contained in the State’s Cannabis Regulations and adds regulatory provisions to address areas of local concern regarding the operation of such businesses within the City that are not fully addressed in the State’s Cannabis Regulations, the California Department of Public Health regulations, the California Department of Food and Agriculture regulations and/or the City’s conditional use permit regulations as set forth in Title 9 (Planning and Zoning) of the Municipal Code.

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 herein as though set forth at length herein.

Section 2. AMENDMENT AND REPLACEMENT OF CHAPTER 5.05 (COMMERCIAL CANNABIS ACTIVITIES) OF THE MORENO VALLEY MUNICIPAL CODE WITH A NEW CHAPTER 5.05 TITLED “CANNABIS REGULATORY PERMIT”

That Chapter 5.05 (Commercial Cannabis Activities) is hereby amended and replaced with the following:

Chapter 5.05

COMMERCIAL CANNABIS REGULATORY PERMIT

5.05.010 Purpose and intent.

The purpose and intent of this chapter is to permit commercial medicinal and adult-use cannabis businesses to operate in certain areas of the city, as designated in Title 9 (Planning and Zoning) of this code, provided that the applicant: (i) obtains a commercial cannabis

conditional use permit pursuant to Chapter 9.09.290 (Commercial Cannabis Activities) of this code, a commercial cannabis regulatory permit pursuant to this chapter, a city business license, and a certificate of occupancy, (ii) registers the commercial cannabis business pursuant to Chapter 3.28 (Commercial Cannabis Activity Tax) of this code, and (iii) obtains the appropriate commercial cannabis state license issued by the Bureau of Cannabis Control pursuant to the Medicinal and Adult-Use Cannabis Regulation and Safety Act and its implementing regulations adopted by the Bureau of Cannabis Control (16 Cal. Code of Regulations §5000 *et seq.*) (collectively “State Cannabis Regulations”), a seller’s permit issued by the California Department of Tax and Fee Administration, and all other relevant and necessary regulatory permits, licenses and regulations within the purview of the California Department of Food and Agriculture, the California Department of Public Health and any other relevant state agencies.

5.05.015 Definitions.

The definitions set forth in Section 5000 (Definitions) of Article 1 (Division Definitions) of the Bureau of Cannabis Control Regulations are hereby incorporated by reference as though set forth at length herein and they shall be relied upon for purposes of administering, applying and interpreting the provisions of this chapter.

5.05.020 Commercial Cannabis Regulatory Permit - Required.

A commercial cannabis regulatory permit shall be required in order to conduct or operate, within certain designated zoning districts of the city, the following types of commercial medicinal and/or adult-use cannabis activities:

- (a) Cannabis Dispensaries
- (b) Cannabis Testing
- (c) Cannabis Cultivation
- (d) Cannabis Manufacturing
- (e) Cannabis Distribution Centers
- (f) Cannabis Microbusinesses

5.05.025 Eligible applicants.

Eligible applicants include any of the entities eligible to apply for a commercial cannabis state license issued by the Bureau of Cannabis Control pursuant to the State Cannabis Regulations.

5.05.030 Application Procedures.

Eligible applicants may apply for a commercial cannabis regulatory permit under this chapter, pursuant to the administrative procedures duly adopted and implemented by the city manager or designee.

5.05.035 Landowner Approval.

An applicant shall submit documentary evidence that the applicant has the right to occupy the premises for purposes of conducting a commercial cannabis business. Such evidence may include the following:

- (a) If an applicant is not the record owner of the real property upon which the premises of the proposed commercial cannabis business is located, the applicant shall submit a document from the landowner or the landowner's agent, such as a signed rental agreement or lease or other legally binding document or instrument, that states that the applicant has the right to occupy the subject property or premises and acknowledges that the applicant may use the subject premises for the business for which the applicant is applying for a commercial cannabis regulatory permit, that includes the applicant's, the owner's (if different than the applicant) and the property owner's or the property owner's agent's notarized signatures.
- (b) If an applicant is the record of the real property upon which the premises is located, the applicant shall submit with the application a copy of the title, deed or title policy or title report applicable to the subject property, that demonstrates there are no agreements, restrictive easements or conditions, covenants or restrictions prohibiting the use of the subject property or subject premises for commercial cannabis activities.

5.05.040 Fees.

An applicant shall pay the following fees:

- (a) An application processing fee in an amount set by resolution of the city council;
- (b) An annual regulatory fee in an amount set by resolution of the city council;
- (c) An annual community benefits fee in an amount set by resolution of the city council; and
- (d) Any other fees for any additional services that must be provided by the city or charged to the city by another agency with regulatory authority that are not encompassed in any of the above fees.

Upon denial or withdrawal of an application or abandonment due to an incomplete application, the applicant shall be entitled to a refund for only the annual regulatory fee and community benefits fee, less any costs incurred by the city in processing the applications not sufficiently covered by any other fees paid by the applicant.

5.05.045 Grounds for Denial.

An application for a commercial cannabis regulatory permit may be denied for the following reasons:

- (a) Same reasons that a state license may be denied by the Bureau of Cannabis Control under the State’s Cannabis Regulations, the California Department of Food and Agriculture, the California Department of Public Health and/or any other relevant state agencies.
- (b) The city has been denied access to inspect the subject property and subject premises.
- (c) The applicant’s premises diagram does not conform to the boundaries or dimensions of the actual physical premises.
- (d) The applicant loses the legal consent or permission of the record owner of the subject property or premises to operate or conduct a commercial cannabis business on the subject property or subject premises.
- (e) The applicant’s fee payments are rejected, denied or cancelled due to insufficient funds or inadequate credit.
- (f) The applicant has failed to pay any fees, taxes or fines owed to the city or owes any outstanding civil debt to the city.
- (g) The applicant has any outstanding code violations pertaining to any real property located within the city.

The decision of the City Manager or designee to deny an application for a commercial cannabis regulatory permit pursuant to this chapter shall be deemed final and determinative and shall not be subject to appeal to the city council or any other administrative body or appeals board.

5.05.050 Provisional Permit.

A provisional cannabis regulatory permit may be approved provided that the applicant provides adequate proof that the applicant will meet all the requirements and operational standards required of the proposed commercial cannabis activity’s respective state license consistent with the State Cannabis Regulations and all other applicable state laws and regulations within the purview of the California Department of Food and Agriculture, the California Department of Public Health and any other relevant state agencies.

5.05.055 Final Permit.

A provisional commercial cannabis regulatory permit shall be deemed a final permit and become effective upon such time that the applicant (i) obtains a commercial cannabis conditional use permit pursuant to Chapter 9.09.290 (Commercial Cannabis Activities) of this code, a city business license, and a certificate of occupancy, (ii) registers the commercial cannabis business pursuant to Chapter 3.28 (Commercial Cannabis Activity Tax) of this code, and (iii) obtains the appropriate commercial cannabis state license issued

by the Bureau of Cannabis Control pursuant to the Medicinal and Adult-Use Cannabis Regulation and Safety Act and its implementing regulations adopted by the Bureau of Cannabis Control (16 Cal. Code of Regulations §5000 *et seq.*) (collectively “State Cannabis Regulations”), a seller’s permit issued by the California Department of Tax and Fee Administration, and all other relevant and necessary regulatory permits, licenses and regulations within the purview of the California Department of Food and Agriculture, the California Department of Public Health and any other relevant state agencies.

5.05.060 Indemnification.

A commercial cannabis regulatory permit, whether provisional or final, shall require the permittee to defend, indemnify and hold harmless the city and the city’s elected and appointed officials, commissioners, board members, officers, agents, consultants and employees from any and all liabilities, demands, claims, actions or proceedings and costs and expenses incidental thereto (including costs of defense, settlement and reasonable attorneys' fees), which any or all of them may suffer, incur, be responsible for or pay out as a result of or in connection with any challenge to the legality, validity or adequacy of any of the following items: (i) approval of the subject commercial cannabis regulatory permit; (ii) any prior agreements by and between the city and permittee; (iii) any concurrent and subsequent permits, licenses and entitlements approved by the city related to the subject business; (iv) any environmental determination made by the city in connection with the subject business; and (v) any proceedings or other actions undertaken by the city in connection with the adoption, approval or denial of any of the above.

5.05.065 Annual Permit Renewal.

To remain effective, a commercial cannabis regulatory permit must be renewed on an annual basis pursuant to the administrative procedures duly adopted and implemented by the city manager or designee. Such renewal may be summarily granted upon payment of any applicable renewal application processing fee, the annual regulatory fee and the annual community benefits fee in the amounts set by resolution of the city council, in addition to any other fees for any additional services that must be provided by the city or charged to the city by another agency with regulatory authority that are not encompassed in any of the above fees, and the permittee’s state license remains in good standing which shall mean that the permittee’s annual state license has not been suspended, revoked or expired.

5.05.070 Community Relations.

A commercial cannabis business shall provide the city manager or designee with the name, phone number, facsimile number, and email address of an on-site community relations contact, staff person or other representative to whom the city can provide notice if there are operating problems associated with the business or refer members of the public who may have any concerns or complaints regarding the operation of the business. A commercial cannabis business shall also provide the above information to its business neighbors located within 100 feet of the business as measured in a straight line without regard to intervening structures, between the front doors of each establishment.

5.05.075 Operational Standards and Requirements.

A permittee shall comply with all applicable operational standards and requirements set forth in its state license, the State Cannabis Regulations, all regulatory permits and licenses issued by the California Department of Food and Agriculture, the California Department of Public Health and any other relevant state agencies and the regulations within their respective purviews, its conditional use permit and all applicable zoning and regulations set forth in this code.

5.05.080 Responsibility for Acts of Employees and Agents.

For purposes of construing and enforcing the provisions of this chapter, any act, omission, or failure of an agent, officer, representative, or other person acting for or employed by a commercial cannabis business, within the scope of his or her employment or office, shall in every case be deemed the act, omission, or failure of the business.

5.05.085 Violations.

It shall be unlawful to operate a commercial cannabis business in violation of any applicable provisions of this code, any specific, additional operating procedures and measures as may be imposed as conditions of approval of a commercial cannabis regulatory permit and/or the entity's conditional use permit, any provisions of the State Cannabis Regulations, any regulatory permits and licenses issued by the California Department of Food and Agriculture, the California Department of Public Health and any other relevant state agencies and the regulations within their respective purviews, and/or due to the suspension, revocation or expiration of the entity's temporary, conditional or annual state license issued by the Bureau of Cannabis Control.

5.05.90 Conflicting Conditions and Requirements.

If any of the provisions set forth in this chapter conflict with any conditions of approval or mandatory requirements contained in any pre-existing commercial cannabis permits, including without limitation, a provisional of final regulatory permit or conditional use permit, duly approved by the city prior to the effective date of this chapter, the city manager or community development director and their respective designees shall be authorized to administratively waive, without prior planning commission or city council review and approval, any condition of approval or mandatory requirement imposed under the city's former commercial cannabis regulations that the city manager or the community development director of their respective designees in consultation with the city attorney determines has been superseded by the provisions set forth in this ordinance.

Section 3. CITY MANAGER AUTHORIZATION

That the City Manager or designee shall be authorized to prepare and approve any administrative procedures and forms the City Manager or designee deems necessary or convenient

for administering and/or implementing the provisions of this Ordinance, in consultation with the City Attorney, and provided that any such procedures and forms are consistent with the purpose and substantive provisions of this Ordinance.

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. 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 6. EFFECTIVE DATE

That this Ordinance shall take effect thirty (30) days after its second reading.

Section 7. 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 _____, 2020 and PASSED, APPROVED, and ADOPTED by the City Council on _____, 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

RESOLUTION NO. 2020-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ESTABLISHING ADMINISTRATIVE PROCEDURES FOR PROCESSING COMMERCIAL CANNABIS REGULATORY PERMIT APPLICATIONS PURSUANT TO CHAPTER 5.05 (COMMERCIAL CANNABIS REGULATORY PERMIT) OF THE MORENO VALLEY MUNICIPAL CODE

WHEREAS, the City of Moreno Valley is a General Law city organized pursuant to Article XI of the California Constitution; and

WHEREAS, pursuant to the authority granted the City by Article XI, Section 7 of the California Constitution, the City has the police power to adopt regulations designed to promote the public convenience or the general prosperity, as well as regulations designed to promote the public health and safety; and

WHEREAS, the City Council adopted Ordinance No. _____ which amended and replaced Chapter 5.05 (Commercial Cannabis Activity) with Chapter 5.05 (Commercial Cannabis Regulatory Permit) setting forth the criteria for obtaining a permit to operate a commercial medicinal and adult-use cannabis businesses in certain designated zoning within the City, as designated in Title 9 of the Municipal Code, subject to the applicant (i) obtaining a commercial cannabis conditional use permit pursuant to Chapter 9.09.290 (Commercial Cannabis Activities) of the Municipal Code, a commercial cannabis regulatory permit pursuant to new Chapter 5.05 (Commercial Cannabis Regulatory Permit), a city business license, and a certificate of occupancy, (ii) registering the commercial cannabis business pursuant to Chapter 3.28 (Commercial Cannabis Activity Tax) of this code, and (iii) obtaining the appropriate commercial cannabis state license issued by the Bureau of Cannabis Control pursuant to the Medicinal and Adult-Use Cannabis Regulation and Safety Act and its implementing regulations adopted by the Bureau of Cannabis Control (16 Cal. Code of Regulations §5000 *et seq.*) (collectively “State Cannabis Regulations”), a seller’s permit issued by the California Department of Tax and Fee Administration, and all other relevant and necessary regulatory permits, licenses and regulations within the purview of the California Department of Food and Agriculture, the California Department of Public Health and any other relevant state agencies; and

WHEREAS, Section 3 of Ordinance No. _____ provides that the City Manager or designee shall be authorized to prepare and approve any administrative procedures and forms the City Manager or designee deems necessary or convenient for administering and/or implementing the provisions of Ordinance No. _____, in consultation with the City Attorney, and provided that any such procedures and forms are consistent with the purpose and substantive provisions of Ordinance No. _____; and

WHEREAS, the Commercial Cannabis Regulatory Permit Application Procedures previously adopted by the City Council by Resolution No. _____ are hereby repealed and superseded in their entirety by the attached Commercial Cannabis Regulatory Permit Application Procedures.

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

Section 1. RECITALS

That the above recitals are true and correct and are incorporated herein as though set forth at length herein.

Section 2. APPLICATION PROCEDURES

That the Commercial Cannabis Regulatory Permit Application Procedures (Cannabis Regulatory Permit Procedures), attached hereto as Exhibit "A," are hereby approved and adopted, which shall replace and supersede any similar application procedures previously adopted by the City Council.

Section 3. APPLICATION TO PREVIOUSLY APPROVED PERMITS

That should any of the provisions set forth in the Cannabis Regulatory Permit Procedures, attached hereto, conflict with any conditions of approval or mandatory requirements contained in any current and existing cannabis permits, including without limitation, a provisional or final regulatory permit or conditional use permit duly approved by the City prior to the effective date of this Resolution, the City Manager or Community Development Director or their respective designees shall be authorized to administratively waive, without prior Planning Commission or City Council review and approval, any condition of approval or mandatory requirement imposed under the City's former commercial cannabis regulations or application procedures that the City Manager or Community Development Director or their respective designees in consultation with the City Attorney determines has been superseded by the provisions set forth in this Resolution and the Cannabis Regulatory Permit Procedures adopted herein. Any determinations made by the City Manager or designee regarding this matter shall be deemed final and not subject to appeal.

Section 4. CITY MANAGER AUTHORIZATION

That the City Manager or designee is authorized to revise and modify the Cannabis Regulatory Permit Procedures that the City Manager or designee deems necessary or convenient for administering and/or implementing the provisions of Ordinance No. _____ (Chapter 5.05), in consultation with the City Attorney, provided that any such procedures and forms are consistent with the purpose and substantive provisions of Ordinance No. _____ (Chapter 5.05), without the need to present any such revisions or modifications to the Planning Commission or City Council for formal approval.

Section 5. SEVERABILITY

That the City Council declares that, should any provision, section, paragraph, sentence or word of this Resolution be rendered or declared invalid by any final court action in a court of

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Resolution No. 2020-xx
Date Adopted: November 17, 2020

competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Resolution and the attached Commercial Cannabis Regulatory Permit Application Procedures as hereby adopted shall remain in full force and effect.

Section 6. REPEAL OF CONFLICTING PROVISIONS

That all the provisions heretofore adopted by the City Council that are in conflict with the provisions of this Resolution, including the Commercial Cannabis Regulatory Permit Application Procedures previously adopted by the City Council by Resolution No. _____, are hereby repealed.

Section 7. EFFECTIVE DATE

That this Resolution shall take effect immediately upon its adoption.

Section 8. CERTIFICATION

That the City Clerk shall certify to the passage and adoption of this Resolution, enter the same in the book for original resolutions of the City, and make a minute of passage and adoption thereof in the records of the proceedings of the City Council, in the minutes of the meeting at which this Resolution is passed and adopted.

APPROVED AND ADOPTED this 17th day of November 2020.

Dr. Yxstian A. Gutierrez
Mayor
City of Moreno Valley

ATTEST:

Pat Jacques-Nares, City Clerk

APPROVED AS TO FORM:

Steven B. Quintanilla, Interim City Attorney

Attachment: 2. Reso - Application Procedure [Revision 5] (4112 : INTRODUCTION OF ORDINANCE ___ AMENDING CHAPTER 5.05

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 17th day of November 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

Attachment: 2. Reso - Application Procedure [Revision 5] (4112 : INTRODUCTION OF ORDINANCE ___ AMENDING CHAPTER 5.05

Exhibit A

COMMERCIAL CANNABIS REGULATORY PERMIT APPLICATION PROCEDURES

[to be attached]

Attachment: 2. Reso - Application Procedure [Revision 5] (4112 : INTRODUCTION OF ORDINANCE ___ AMENDING CHAPTER 5.05

**EXHIBIT A****City of Moreno Valley**

Financial & Management Services

14177 Frederick Street

Moreno Valley, CA 92252

Questions- Submit to cannabispermit@moval.org

Commercial Cannabis Regulatory Permit Application Procedures

(Priority Based on Time of Submittal of Complete Applications)

I. GENERAL INFORMATION

This document outlines the Commercial Cannabis Regulatory Permit (“CCRP”) application process, required materials, and other information necessary to operate a Commercial Cannabis Business (“CCB”) in the City of Moreno Valley. Additional information regarding the CCRP can be found on the City’s website at <http://www.moval.org/cannabis/> contains the following information:

State Regulations and Resources

- *Bureau of Cannabis Control Title 16 Division 42 (16 Cal. Code of Regulations §5000 et seq.)*
- *California Department of Food and Agriculture Title 3 Division 8*
- *California Department of Public Health Title 17 Chapter 1*

Local Regulations and Resources

- *Moreno Valley Municipal Code (MVMC) Chapters 3.28, 5.05 and Title 9*
- *Commercial Cannabis Regulatory Permit Application*
- *Frequently Asked Questions (FAQs)*

II. APPLICATION PROCEDURES

A. Application Forms.

An applicant shall use only the applications forms provided by the City. The City’s application form is only available online at <http://www.moval.org/cannabis/>.

B. Priority.

The application process will be prioritized on the basis of the time complete applications are submitted.

C. Submittal of Complete Application.

A completed application shall be hand delivered to City Hall located at 14177 Frederick Street, Moreno Valley, CA 92252.

D. Completeness Determination.

An application will be deemed complete for filing and processing only if:

1. The applicant submits a completed City application form with original notarized signatures;
2. The applicant submits proof of landowner approval pursuant to MVMC Section 5.05.035 and as more particularly described in the application;
3. The applicant submits all required documentation, plans, reports, records, attachments, additional information, written statements and any other information described in the application, these application procedures, MVMC Chapter 5.05 and all other applicable provisions of the MVMC;
4. The documentation, such as evaluation criteria, exhibits and attachments unrelated to financial-related information, submitted with the application, does not exceed 125 pages; and
5. The applicant submits a deposit in the amount of \$89,463, which may be held on deposit for up to one calendar year.

E. Fees.

The deposit shall be made by a certified check, cashier's check or money order made payable to the City of Moreno Valley. The City will not accept cash or credit cards. The purpose of the deposit is to pay for the following fees:

Type of Fee	Amounts*
Application Fee	\$ 9,551
Interview Fee	\$ 1,556
Annual Permit Fee	\$ 58,356
Annual Community Benefit Fee	\$ 20,000

*Fee amounts as of November 18, 2020, which may be subject to change by Resolution.

F. Acceptance Of Payment Fees.

All applicants will be required to submit a deposit of \$89,463, which may be held on deposit for up to one year. Deposit account will be charged for City fees, which include staff and the Consultant's review of applications and administrating the application process as shown in the table below. Applicants are advised that they may be required to pay additional amounts as required for the City's completion of the application review process.

G. Refundability.

That unless otherwise provided herein, the fees may be refundable as follows:

1. The Application Fee may be subject to refund in whole or in part upon the withdrawal of an application before the application has been fully processed, less any amounts reflective of the cost of any work performed by the City or its agents with respect to processing said application at a rate of \$166 per hour plus any third party costs. Once final action is taken on the application, whether approved or denied, no portion of the Application Fee shall be

refundable.

2. The Interview Fee may be subject to refund in whole or in part upon the withdrawal of an application before the applicant has been fully interviewed, less any amounts reflective of the cost of any work performed by the City or its agents with respect to the commencement of any portion of said interview at a rate of \$166 per hour plus any third party costs. Once the interview has been completed or final action is taken on the application, whether approved and denied, no portion of the Interview Application Fee shall be refundable.
3. The Annual Permit Fee shall be subject to a full refund upon withdrawal of an application and/or denial of the subject application or any related permit, license or entitlement that prevents the applicant from securing a certificate of occupancy. Once a certificate of occupancy is issued, the Annual Permit Fee shall not be refundable.
4. The Annual Community Benefits Fee shall be subject to a full refund upon withdrawal of an application and/or denial of the subject application or any related permit, license or entitlement that prevents the applicant from securing a certificate of occupancy. Once a certificate of occupancy is issued, the Annual Community Benefit Fee shall not be refundable.

H. **Date of Receipt.**

Complete applications shall be date and time stamped when received by the City for filing.

III. EVALUATION CRITERIA

CCRP applications shall be evaluated based on the state licensing criteria utilized by the Bureau of Cannabis Control under the State's Cannabis Regulations, the California Department of Food and Agriculture, the California Department of Public Health and/or any other relevant state agencies in conjunction with or in addition to the following:

A. **Zoning Verification.**

The site of the proposed CCB must be located within the proper Zoning District for the type of CCRP sought by the applicant, as identified in Title 9 of the MVMC, at a location that meets the separation/distance requirements set forth in the State's Cannabis Regulations and/or the MVMC.

Visit the following links :

- <http://www.moval.org/cdd/pdfs/ZoningMap.pdf> to view the City's designated zoning districts; and
- http://moval.geocortex.com/Html5Viewer/index.html?viewer=comv_hv to view an interactive map of the City.

B. **Business Plan.**

EXHIBIT A

The applicant shall submit a Business Plan that addresses, includes or incorporates the following:

1. Owner qualifications such as a Resume/Curriculum Vitae not exceeding one (1) page per owner.
2. A budget for construction, operation, and maintenance, compensation of employees, equipment costs, utility cost, and other operation costs.
3. Proof of capitalization by a verifiable source.
4. Pro forma for at least three years of operation.
5. Hours of operation and description of the specific activities that will take place during each hour of operation of the CCB.
6. Fully describe the day-to-day operations for each license type being sought.
7. Fully describe cash handling procedures.
8. Fully describe inventory control procedures which shall include, point-of-sale and track and trace software.
9. Business formation documents and all related documents filed with the California Secretary of State.

C. Labor & Local Enterprise Plan.

The applicant shall submit a Labor & Local Enterprise Plan that addresses, includes or incorporates the following:

1. Describes whether the CCB is committed to offering employees a Living Wage. ("Living Wage" shall mean 150% of the minimum wage mandated by California law)
2. Describes compensation to and opportunities for continuing education and employee training.
3. Describes the extent to which the CCB will be a locally managed enterprise whose owners and /or managers reside within the County of Riverside.
4. Describes the number of employees, and their respective titles/positions and job responsibilities.
5. Describes employee policies and procedures. (Complete employee manuals/hand books are not required to be submitted.)
6. CCB's which plan to employ twenty (20) or more non-supervisory employees must include as attestation that the applicant /owner has either committed to entering into a labor peace agreement and will agree to abide by its terms or has already entered into a labor peace agreement a copy of which shall be submitted to the City with the applicant's CCRP application.

D. Neighborhood Compatibility Plan.

The applicant shall submit a Neighborhood Compatibility Plan that describes the following:

1. How the CCB will proactively address and respond to complaints related to noise, light, odor, vehicle and pedestrian traffic.
2. How the CCB will be operated and managed to avoid becoming a nuisance or negatively impacting its neighbors and the surrounding community.
3. What types of odor mitigation practices will be instituted and implemented, which shall include:

- a. Identifying potential sources of odor.
 - b. Specifying which odor control devices and techniques will be employed to ensure that odors are not detectable beyond the licensed premises.
 - c. Delineating all proposed staff training and system maintenance plans.
4. The waste management plan that will be implemented, which shall identify waste disposal locations, security measures, methods of rendering all waste unusable and unrecognizable, how hazardous waste will be handled and the vendor responsible for waste and refuse disposal and recycling.

E. Safety Plan.

The applicant shall describe the CBB's existing, draft or proposed Safety Plan, that shall be prepared by a professional fire prevention and suppression consultant, which addresses, includes or incorporates measures to prevent and respond to all possible fire, medical and hazardous situations and describes or identifies the following:

1. All gases and/or chemicals the CCB will use and their storage locations.
2. The fire alarm and monitoring system including the name and contact information of the alarm company.
3. Accident and incident reporting procedures.
4. Evacuation routes.
5. Location of fire extinguishers and other fire suppression equipment.
6. Procedures and training for all fire and medical emergencies.

F. Security Plan.

The applicant shall submit the CBB's existing, draft or proposed Security Plan, that shall be prepared by a professional security consultant, that describes, addresses, includes or incorporates the following:

1. All access control, inventory control and cash handling procedures.
2. A Premises/Security Diagram that focuses on proposed security measures and how they relate to the overall business, consistent with the Bureau of Cannabis Control regulations, Title 16, Division 42, §5006 and CCR Title 17, Division 1, Chapter 13, § 40105, Premises Diagram, as applicable.
 - a. The Premises/Security Diagram shall be accurate, dimensioned and to scale (minimum scale ¼") the scale may be smaller if the proposed location exceeds more than a 1/2 acre parcel but must not be printed on larger than an 11" x 17" sheet of paper. (Blueprints and engineering site plans are not required at this point of the application process).
 - b. The Premises/Security Diagram shall clearly identify property boundaries, entrances, exits, interior partitions, walls, rooms, windows and doorways. The activity in each room and the location of all cameras must be identified on the diagram.
3. Type of cannabis activity that will be conducted in each area of the premises, such as, but not limited to storage, batch sampling, loading/unloading of shipments, packaging and labeling, customer sales, extractions, infusions, processing and testing.
4. Limited-access areas, defined as areas in which cannabis goods are stored or held and only accessible to licensees, its employee or contractors, areas used for video

EXHIBIT A

- surveillance monitoring and storage devices, consistent with Bureau of Cannabis Control regulations, Title 16, Division 42, §5000 (m) and §5042.
5. Number and location of all video surveillance cameras.
 6. Intrusion alarm and monitoring system including the name and contact information for the monitoring company.
 7. If on-site security guards will be utilized, the following information shall be provided:
 - i. Number of security guards;
 - ii. Security guards' on-site hours schedules;
 - iii. Locations at which the security guards will be positioned; and
 - iv. The security guards' roles and responsibilities.

**IV.
GROUND FOR DENIAL**

A CCRP application may be denied for the following reasons:

1. Same reasons that a state license may be denied by the Bureau of Cannabis Control under the State's Cannabis Regulations, the California Department of Food and Agriculture, the California Department of Public Health and/or any other relevant state agencies.
2. The City has been denied access to inspect the subject property and subject premises.
3. The applicant's premises diagram does not conform to the boundaries or dimensions of the actual physical premises.
4. The applicant loses the legal consent or permission of the record owner of the subject property or premises to operate or conduct a commercial cannabis business on the subject property or subject premises.
5. The applicant's fee payments are rejected, denied or cancelled due to insufficient funds or inadequate credit.
6. The applicant has failed to pay any fees, taxes or fines owed to the City or owes any outstanding civil debt to the City.
7. The applicant has any outstanding code violations pertaining to any real property located within the City.

**V.
PROVISIONAL PERMIT**

A provisional CCRP may be approved provided that the applicant provides adequate proof that the applicant will meet all the requirements and operational standards required of the proposed commercial cannabis activity's respective state license consistent with the State Cannabis Regulations and all other applicable state laws and regulations within the purview of the California Department of Food and Agriculture, the California Department of Public Health and any other relevant state agencies.

VI.

CONDITIONAL USE PERMIT APPLICATION

The applicant shall submit a complete application for a conditional use permit pursuant to Chapter 9.09.290 (Commercial Cannabis Activities) of MVMC within 90 calendar days of the date a provisional CCRP is approved. Failure to submit a complete application for the requisite conditional use permit shall be deemed an abandonment of the applicant's provisional CCRP, which shall not be appealable.

VII. FINAL PERMIT

A provisional CCRP shall be deemed a final permit and become effective upon such time that the applicant (i) obtains a commercial cannabis conditional use permit pursuant to Chapter 9.09.290 (Commercial Cannabis Activities) of the MVMC, a city business license, and a certificate of occupancy, (ii) registers the commercial cannabis business pursuant to Chapter 3.28 (Commercial Cannabis Activity Tax) of the MVMC, and (iii) obtains the appropriate commercial cannabis state license issued by the Bureau of Cannabis Control pursuant to the Medicinal and Adult-Use Cannabis Regulation and Safety Act and its implementing regulations adopted by the Bureau of Cannabis Control (16 Cal. Code of Regulations §5000 *et seq.*) (collectively "State Cannabis Regulations"), a seller's permit issued by the California Department of Tax and Fee Administration, and all other relevant and necessary regulatory permits, licenses and regulations within the purview of the California Department of Food and Agriculture, the California Department of Public Health and any other relevant state agencies.

VIII. INDEMNIFICATION

A commercial cannabis regulatory permit, whether provisional or final, shall require the permittee to defend, indemnify and hold harmless the City and the City's elected and appointed officials, commissioners, board members, officers, agents, consultants and employees from any and all liabilities, demands, claims, actions or proceedings and costs and expenses incidental thereto (including costs of defense, settlement and reasonable attorneys' fees), which any or all of them may suffer, incur, be responsible for or pay out as a result of or in connection with any challenge to the legality, validity or adequacy of any of the following items: (i) approval of the subject commercial cannabis regulatory permit; (ii) any prior agreements by and between the city and permittee; (iii) any concurrent and subsequent permits, licenses and entitlements approved by the city related to the subject business; (iv) any environmental determination made by the city in connection with the subject business; and (v) any proceedings or other actions undertaken by City in connection with the adoption or approval of Chapter 5.05 of the MVMC.

The each applicant and business owner consent to, and waives any rights each may have to challenge the legal validity of, the aforementioned fees including, without limitation, any claim that they constitute an abuse of the police power, violate substantive due process, deny equal protection of the laws, effect a taking of property without payment of just compensation, or impose an unlawful tax.

IX. CONFIDENTIALITY (Privacy Expectation)

Please be advised that the City cannot guarantee that all information contained in a CCRP application and related materials and documents shall be treated as confidential and exempt from public disclosure since the City is subject to the California Public Records Act and other public disclosure laws that mandate which type of records shall be subject to disclosure under various circumstances. Notwithstanding the above, the City will use its best efforts to protect the confidentiality of records containing or describing safety and security plans, bona fide trade secrets, personal information, and other such records which the City determines under the specific circumstances, in its sole discretion, that the public interest in withholding such records clearly outweighs the public interest in releasing the requested records or that are clearly exempt from disclosure under the applicable law.

Please be further advised that even if a particular record is exempt from disclosure under the California Public Records Act or other similar public disclosure laws, the City may be required to produce such records pursuant to a court order, an administrative order or the discovery process under certain civil and criminal proceedings. The City also reserves the right to share any information it maintains with other administrative, regulatory and enforcement agencies upon written request, unless otherwise prohibited or restricted by law.

X. CITY'S RESERVATION OF RIGHTS

The City reserves the right to revise these procedures at any time pursuant to Chapter 5.05 of the MVMC and to cancel or postpone the processing of any type or all of CCRP applications at any time with or without cause.

XI. IMPORTANT REMINDER

The issuance of a CCRP is the first step in the process before the CCRP is deemed "Final" for purposes of permitting the applicant/permittee to commence development and/or operating a CCB in the City of Moreno Valley. In addition to obtaining a CCRP, the applicant must apply for and be issued the following before opening up and operating a CCB in the City:

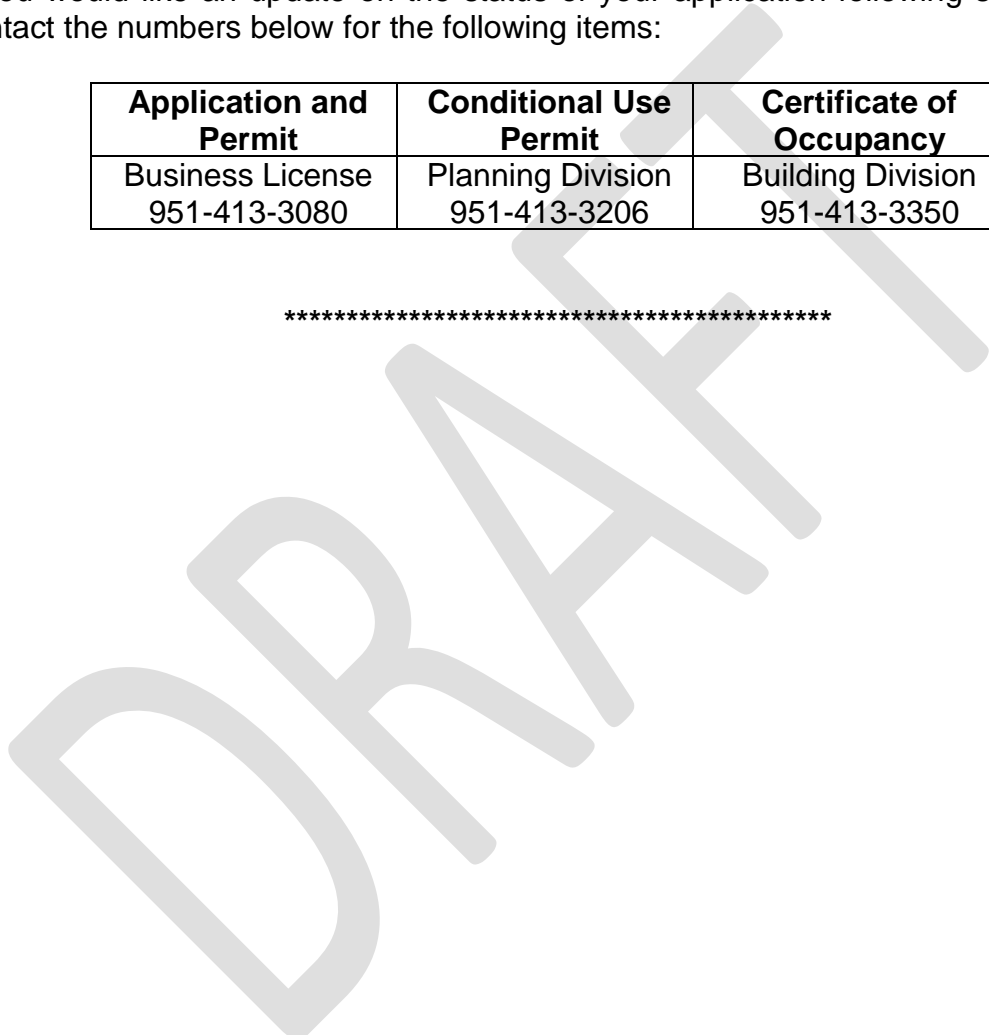
1. A **CONDITIONAL USE PERMIT/PLOT PLAN** pursuant to Chapter 9.09.290 (Commercial Cannabis Activities) of the MVMC which may or may not require environmental review pursuant to the California Environmental Quality Act ("CEQA");
2. A City of Moreno Valley **BUSINESS LICENSE**;
3. A **CERTIFICATE OF OCCUPANCY**;
4. A **TAX REGISTRATION CERTIFICATE** pursuant to Chapter 3.28 (Commercial Cannabis Activity Tax) of the MVMC;
5. The appropriate **COMMERCIAL CANNABIS STATE LICENSE** issued by the Bureau of Cannabis Control;
6. A **STATE SELLER'S PERMIT** issued by the California Department of Tax and Fee Administration; and
7. **ALL OTHER RELEVANT AND NECESSARY REGULATORY PERMITS, LICENSES AND REGULATIONS WITHIN THE PURVIEW OF THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE, THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH AND ANY OTHER RELEVANT STATE AGENCIES.**

**XII.
CONTACT INFORMATION**

Contact information for all relevant City Departments and Divisions and applicable State regulatory agencies, including the Bureau of Cannabis Control, the California Department of Tax and Fee Administration, the California Department of Food and Agriculture, the California Department of Public Health and other relevant state agencies can be found at cannabispermit@moval.org.

If you would like an update on the status of your application following submission, please contact the numbers below for the following items:

Application and Permit	Conditional Use Permit	Certificate of Occupancy
Business License 951-413-3080	Planning Division 951-413-3206	Building Division 951-413-3350





OFFICE USE ONLY	
Application Submittal Date & Time	
Deposit	\$89,463.00
Accepted By	

Completed applications must be submitted to City Hall at:

14177 Frederick Street
 Moreno Valley, CA 92552
 Questions - Submit to cannabispermit@moval.org

**COMMERCIAL CANNABIS REGULATORY PERMIT APPLICATION
 Pursuant to Chapter 5.05 of the City of Moreno Valley Municipal Code (MVMC)**

Upon receipt of a completed application and deposit, the Chief Financial Officer (CFO) of the Financial & Management Services Department shall investigate the information contained in the application to determine whether the applicant shall be issued the requested permit. The purpose of the review is to ensure that the commercial cannabis business will be conducted in a secure, safe and business-like manner consistent with all applicable local and state laws, rules and regulations governing commercial cannabis business, including without limitation the Medicinal and Adult-Use Cannabis Regulation and Safety Act, Proposition 64 (Adult Use of Marijuana Act), and the regulations promulgated by the Bureau of Cannabis Control, the California Department of Food and Agriculture, and the California Department of Public Health.

Please select from one of the following categories for which you are applying for a Commercial Cannabis Regulatory Permit.

Note: a separate application is required for each category of CCR Permit.

- Cultivation – Type: _____
- Manufacturer – Type 6
- Non-Volatile Testing Lab – Type 8
- Dispensary/Retailer – Type 10 Store Front
- Distribution – Type 11
- Microbusiness – Type 12

PROJECT LOCATION: _____

ASSESSORS' PARCEL NO.: _____

EXISTING LAND USE OF PROPERTY: _____

ZONING: Permitted commercial cannabis types may locate and/or operate pursuant to 9.09.290 of the MVMC.

EXISTING ZONING OF PROPERTY: _____

Attachment: 2b. CCRP Application [Revision 3] (4112 : INTRODUCTION OF ORDINANCE — AMENDING CHAPTER 5.05 COMMERCIAL

LOCATION

Is the site and/or property located within 600-feet of a school, park, place of worship, youth-oriented facility, youth center, day care center, or community center, as provided in MVMC Section 9.09.290(D)(1)?

YES NO

STAFF USE ONLY:

	Signature	Complies	Notes
Zoning Verified			
Location Verified			

A. APPLICANT/BUSINESS INFORMATION (TO BE COMPLETED BY APPLICANT):

APPLICANT/BUSINESS NAME: _____

Mailing Address: _____ Phone No. _____

City, State, Zip: _____ E-Mail: _____

BUSINESS OWNER (IF DIFFERENT FROM APPLICANT): _____

BUSINESS OWNER (IF DIFFERENT FROM APPLICANT): _____

BUSINESS OWNER (IF DIFFERENT FROM APPLICANT): _____

BUSINESS OWNER (IF DIFFERENT FROM APPLICANT): _____

BUSINESS OWNER (IF DIFFERENT FROM APPLICANT): _____

Mailing Address: _____ Phone No. _____

City, State, Zip: _____ E-Mail: _____

LEGAL REPRESENTATIVE: _____

Mailing Address: _____ Phone No. _____

City, State, Zip: _____ E-Mail: _____

(Attach additional sheets as necessary)

Attachment: 2b. CCRP Application [Revision 3] (4112 : INTRODUCTION OF ORDINANCE — AMENDING CHAPTER 5.05 COMMERCIAL

B. PROPERTY OWNER CONSENT PURSUANT TO MVMC 5.05.035:

In the event that neither the applicant or owner are the legal owners of the subject property contemplated by this application, the application must be accompanied with a "COMMERCIAL CANNABIS REGULATORY PERMIT APPLICATION PROPERTY OWNER'S STATEMENT OF CONSENT" stating and acknowledging that an commercial cannabis business will be operated on the subject property contemplated by this application and containing the notarized signature from the legal owner of the property.

If either applicant or owner are the legal owners of the subject property contemplated by this application, then evidence of such legal ownership shall be submitted in a form pursuant to MVMC 5.05.035.

PROPERTY OWNER: _____

Mailing Address: _____ Phone No. _____

City, State, Zip: _____ E-Mail: _____

(Attach additional sheets as necessary)

C. BUSINESS OPERATIONS AND INFORMATION:

Days/Hours of Operation:

Delivery Service to be provided: YES NO Hours of Delivery Service: _____

Name of all owners as defined in by the Bureau of Cannabis Control (16 Cal. Code of Regulations §5003 *et seq.*)
(Attach additional sheets if necessary):

NAME/TITLE: _____ PHONE NO.: _____

ADDRESS: _____

NAME/TITLE: _____ PHONE NO.: _____

ADDRESS: _____

NAME/TITLE: _____ PHONE NO.: _____

ADDRESS: _____

NAME/TITLE: _____ PHONE NO.: _____

ADDRESS: _____

NAME/TITLE: _____ PHONE NO.: _____

ADDRESS: _____

Attachment: 2b. CCRP Application [Revision 3] (4112 : INTRODUCTION OF ORDINANCE ___ AMENDING CHAPTER 5.05 COMMERCIAL

E. APPLICANT AUTHORIZATION

I hereby authorize and consent to the City Manager and the CFO of the City of Moreno Valley, including their designees, to seek verification of the information contained in this application and any attachments.

NAME OF APPLICANT: _____

SIGNATURE OF APPLICANT: _____ DATE: _____

NAME OF BUSINESS OWNER (IF DIFFERENT FROM APPLICANT): _____

SIGNATURE OF BUSINESS OWNER: _____ DATE: _____

NAME OF BUSINESS OWNER (IF DIFFERENT FROM APPLICANT): _____

SIGNATURE OF BUSINESS OWNER: _____ DATE: _____

NAME OF BUSINESS OWNER (IF DIFFERENT FROM APPLICANT): _____

SIGNATURE OF BUSINESS OWNER: _____ DATE: _____

NAME OF BUSINESS OWNER (IF DIFFERENT FROM APPLICANT): _____

SIGNATURE OF BUSINESS OWNER: _____ DATE: _____

NAME OF BUSINESS OWNER (IF DIFFERENT FROM APPLICANT): _____

SIGNATURE OF BUSINESS OWNER: _____ DATE: _____

F. TERMS AND CONDITIONS

I hereby certify that I have reviewed the contents of Chapter 5.05 and Title 9 of the Moreno Valley Municipal Code, including any regulations promulgated thereunder, and acknowledge, understand, and agree to be bound by its terms and conditions.

NAME OF APPLICANT: _____

SIGNATURE OF APPLICANT: _____ DATE: _____

NAME OF BUSINESS OWNER (IF DIFFERENT FROM APPLICANT): _____

SIGNATURE OF BUSINESS OWNER: _____ DATE: _____

NAME OF BUSINESS OWNER (IF DIFFERENT FROM APPLICANT): _____

SIGNATURE OF BUSINESS OWNER: _____ DATE: _____

NAME OF BUSINESS OWNER (IF DIFFERENT FROM APPLICANT): _____

SIGNATURE OF BUSINESS OWNER: _____ DATE: _____

NAME OF BUSINESS OWNER (IF DIFFERENT FROM APPLICANT): _____

SIGNATURE OF BUSINESS OWNER: _____ DATE: _____

NAME OF BUSINESS OWNER (IF DIFFERENT FROM APPLICANT): _____

SIGNATURE OF BUSINESS OWNER: _____ DATE: _____

Attachment: 2b. CCRP Application [Revision 3] (4112 : INTRODUCTION OF ORDINANCE ___ AMENDING CHAPTER 5.05 COMMERCIAL

G. FURTHER INFORMATION AND INSPECTIONS

I agree to submit any additional and further information as deemed necessary by the City Manager or the CFO, including their designees, in order to process this application.

I further agree to permit the City Manager, CFO, the Moreno Valley Police Department, and their respective designees to conduct reasonable inspections, for the purpose of ensuring compliance with local and State laws, of the proposed commercial cannabis business at the discretion of the City, including inspection of:

- Security recordings made by security cameras defined in by the Bureau of Cannabis Control (16 Cal. Code of Regulations §5044 *et seq.*),
- Security records and files,
- Inventory records and files, and
- Other written records and files pertaining to the proposed adult-use marijuana retailer.

NAME OF APPLICANT: _____

SIGNATURE OF APPLICANT: _____ DATE: _____

NAME OF BUSINESS OWNER (IF DIFFERENT FROM APPLICANT): _____

SIGNATURE OF BUSINESS OWNER: _____ DATE: _____

NAME OF BUSINESS OWNER (IF DIFFERENT FROM APPLICANT): _____

SIGNATURE OF BUSINESS OWNER: _____ DATE: _____

NAME OF BUSINESS OWNER (IF DIFFERENT FROM APPLICANT): _____

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SIGNATURE OF BUSINESS OWNER: _____ DATE: _____

NAME OF BUSINESS OWNER (IF DIFFERENT FROM APPLICANT): _____

SIGNATURE OF BUSINESS OWNER: _____ DATE: _____

Attachment: 2b. CCRP Application [Revision 3] (4112 : INTRODUCTION OF ORDINANCE — AMENDING CHAPTER 5.05 COMMERCIAL

H. INDEMNIFICATION AND RELEASE

A commercial cannabis regulatory permit, whether provisional or final, shall require the permittee to defend, indemnify and hold harmless the City and the City's elected and appointed officials, commissioners, board members, officers, agents, consultants and employees from any and all liabilities, demands, claims, actions or proceedings and costs and expenses incidental thereto (including costs of defense, settlement and reasonable attorneys' fees), which any or all of them may suffer, incur, be responsible for or pay out as a result of or in connection with any challenge to the legality, validity or adequacy of any of the following items: (i) approval of the subject commercial cannabis regulatory permit; (ii) any prior agreements by and between the city and permittee; (iii) any concurrent and subsequent permits, licenses and entitlements approved by the city related to the subject business; (iv) any environmental determination made by the city in connection with the subject business; and (v) any proceedings or other actions undertaken by City in connection with the adoption or approval of Chapter 5.05 of the MVMC.

The each applicant and business owner consent to, and waives any rights each may have to challenge the legal validity of, the aforementioned fees including, without limitation, any claim that they constitute an abuse of the police power, violate substantive due process, deny equal protection of the laws, effect a taking of property without payment of just compensation, or impose an unlawful tax.

I release the City of Moreno Valley, its agents, officers, elected officials, and employees from any and all claims, injuries, damages, or liabilities of any kind arising from (a) any repeal or amendment of Chapter 5.05 or Title 9 of the Moreno Valley Municipal Code or any provision of the Financial & Management Services and Community Services Development processes.

NAME OF APPLICANT: _____

SIGNATURE OF APPLICANT: _____ DATE: _____

NAME OF BUSINESS OWNER (IF DIFFERENT FROM APPLICANT): _____

SIGNATURE OF BUSINESS OWNER: _____ DATE: _____

NAME OF BUSINESS OWNER (IF DIFFERENT FROM APPLICANT): _____

SIGNATURE OF BUSINESS OWNER: _____ DATE: _____

NAME OF BUSINESS OWNER (IF DIFFERENT FROM APPLICANT): _____

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NAME OF BUSINESS OWNER (IF DIFFERENT FROM APPLICANT): _____

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NAME OF BUSINESS OWNER (IF DIFFERENT FROM APPLICANT): _____

SIGNATURE OF BUSINESS OWNER: _____ DATE: _____

Attachment: 2b. CCRP Application [Revision 3] (4112 : INTRODUCTION OF ORDINANCE ___ AMENDING CHAPTER 5.05 COMMERCIAL

I. ANNUAL COMMUNITY BENEFIT FEE

I release the City of Moreno Valley, its agents, officers, elected officials, and employees from any and all claims, injuries, damages, or liabilities of any kind arising from (a) any repeal or amendment of Chapter 5.05 or Title 9 of the Moreno Valley Municipal Code or any provision of the Financial & Management Services and Community Services Development processes or fees in place.

NAME OF APPLICANT: _____

SIGNATURE OF APPLICANT: _____ DATE: _____

NAME OF BUSINESS OWNER (IF DIFFERENT FROM APPLICANT): _____

SIGNATURE OF BUSINESS OWNER: _____ DATE: _____

NAME OF BUSINESS OWNER (IF DIFFERENT FROM APPLICANT): _____

SIGNATURE OF BUSINESS OWNER: _____ DATE: _____

NAME OF BUSINESS OWNER (IF DIFFERENT FROM APPLICANT): _____

SIGNATURE OF BUSINESS OWNER: _____ DATE: _____

NAME OF BUSINESS OWNER (IF DIFFERENT FROM APPLICANT): _____

SIGNATURE OF BUSINESS OWNER: _____ DATE: _____

NAME OF BUSINESS OWNER (IF DIFFERENT FROM APPLICANT): _____

SIGNATURE OF BUSINESS OWNER: _____ DATE: _____

J. APPLICANT CERTIFICATION

I certify under penalty of perjury, under the laws of the State of California, that I have personal knowledge of the information contained in this application and its attachments, if any, and that the information contained herein is true and correct.

NAME OF APPLICANT: _____

SIGNATURE OF APPLICANT: _____ DATE: _____

NAME OF BUSINESS OWNER (IF DIFFERENT FROM APPLICANT): _____

SIGNATURE OF BUSINESS OWNER: _____ DATE: _____

NAME OF BUSINESS OWNER (IF DIFFERENT FROM APPLICANT): _____

SIGNATURE OF BUSINESS OWNER: _____ DATE: _____

NAME OF BUSINESS OWNER (IF DIFFERENT FROM APPLICANT): _____

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NAME OF BUSINESS OWNER (IF DIFFERENT FROM APPLICANT): _____

SIGNATURE OF BUSINESS OWNER: _____ DATE: _____

NAME OF BUSINESS OWNER (IF DIFFERENT FROM APPLICANT): _____

SIGNATURE OF BUSINESS OWNER: _____ DATE: _____

Attachment: 2b. CCRP Application [Revision 3] (4112 : INTRODUCTION OF ORDINANCE ___ AMENDING CHAPTER 5.05 COMMERCIAL

**COMMERCIAL CANNABIS REGULATORY PERMIT APPLICATION PROPERTY
OWNER'S STATEMENT OF CONSENT**

If the applicant/business owner is not the property owner of record of the subject site, the following Statement of Consent must be completed by the property owner of record or the property owner's authorized representative, granting the applicant permission to apply for an adult-use marijuana retailer regulatory permit. **This form must be notarized.**

To: City of Moreno Valley
Financial & Management Services Department
14177 Frederick Street
Moreno Valley, CA 92552

I, the undersigned legal owner of record, hereby grant permission to:

Applicant: _____ Phone: _____

Mailing Address: _____

to operate an commercial cannabis business on the property described below

The subject property is located at: _____

Assessor's Parcel Number: _____

Printed Name of Owner of Record: _____

Address of Owner of Record: _____

Phone: _____ Email address: _____

Signature of Owner of Record: _____ Date: _____

Attachment: 2b. CCRP Application [Revision 3] (4112 : INTRODUCTION OF ORDINANCE ___ AMENDING CHAPTER 5.05 COMMERCIAL

Required Supplemental Information

This information is required for the application to be considered complete. Attach the following reports to the application. For explanation about the information required under each category, see the Initial Application Procedures handout.

- Zoning Verification (Section A)
- Business Plan (Section B)
- Labor & Local Enterprise Plan (Section C)
- Neighborhood Compatibility Plan (Section D)
- Safety Plan (Section E)
- Security Plan (Section F)
-

DRAFT

RESOLUTION NO. 2020-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING AND IMPOSING CERTAIN FEES PERTAINING TO CERTAIN COMMERCIAL CANNABIS ACTIVITIES, COMMERCIAL CANNABIS REGULATORY PERMITS AND APPLICATIONS PERTAINING THERETO

WHEREAS, the City of Moreno Valley is a General Law city organized pursuant to Article XI of the California Constitution; and

WHEREAS, pursuant to the authority granted the City by Article XI, Section 7 of the California Constitution, the City has the police power to adopt regulations designed to promote the public convenience or the general prosperity, as well as regulations designed to promote the public health and safety; and

WHEREAS, the City Council adopted Ordinance No. _____ which amended and replaced Chapter 5.05 (Commercial Cannabis Activity) with Chapter 5.05 (Commercial Cannabis Regulatory Permit) setting forth the criteria for obtaining a permit to operate a commercial medicinal and adult-use cannabis businesses in certain areas of the City, as designated in Title 9 of the Municipal Code, subject to the applicant (i) obtaining a commercial cannabis conditional use permit pursuant to Chapter 9.09.290 (Commercial Cannabis Activities) of the Municipal Code, a commercial cannabis regulatory permit pursuant to new Chapter 5.05, a city business license, and a certificate of occupancy, (ii) registering the commercial cannabis business pursuant to Chapter 3.28 (Commercial Cannabis Activity Tax) of this code, and (iii) obtaining the appropriate commercial cannabis state license issued by the Bureau of Cannabis Control pursuant to the Medicinal and Adult-Use Cannabis Regulation and Safety Act and its implementing regulations adopted by the Bureau of Cannabis Control (16 Cal. Code of Regulations §5000 *et seq.*) (collectively “State Cannabis Regulations”), a seller’s permit issued by the California Department of Tax and Fee Administration, and all other relevant and necessary regulatory permits, licenses and regulations within the purview of the California Department of Food and Agriculture, the California Department of Public Health and any other relevant state agencies; and

WHEREAS, Ordinance No. _____ provides that an applicant shall pay the following fees: (a) an application processing fee in an amount set by resolution of the City Council; (b) an annual regulatory fee in an amount set by resolution of the City Council; (c) an annual community benefits fee in an amount set by resolution of the City Council; and (d) any other fees for any additional services that must be provided by the City or charged to the City by another agency with regulatory authority that are not encompassed in any of the above fees; and

WHEREAS, the City has the authority to impose regulatory fees, charges, and rates under its police powers so long as the local enactments are not in conflict with general laws; and

WHEREAS, fees, charges and rates are frequently imposed by cities and other public agencies in return for a specific benefit conferred or privilege granted or for the provision of

services or in connection with a regulatory program; and

WHEREAS, fees, charges and rates are defined in a number of ways under various California statutory provisions, but oftentimes the terms are synonymous; and

WHEREAS, however, the power to impose valid regulatory fees is not entirely dependent on any legislatively authorized taxing power, but exists under the direct grant of police power under Article XI, Section 7 of the California State Constitution, subject to the limitations imposed by Proposition 26; and

WHEREAS, the authority to impose fees, charges, and rates is in some cases provided by statute, such as but not limited to Section 66014 of the Government Code which authorizes the imposition of permit fees; and

WHEREAS, Section 37112 of the Government Code provides that in addition to other powers, a legislative body may perform all acts necessary or proper to carry out the provisions of Title 4 of Government Code which specifies general powers of general law cities; and

WHEREAS, Proposition 26, as set forth in Articles XIII A and XIII C exempts the following fees, charges and rates from the definition of a tax:

- (1) Fees imposed for a specific benefit or privilege conferred on the payor that is not provided to those not charged and do not exceed the reasonable costs to government of conferring the benefit or privilege;
- (2) Fees imposed for a specific governmental service or product that is not provided to those not charged and do not exceed the reasonable costs to government of providing the service or product;
- (3) Fees for reasonable regulatory costs for issuing licenses and permits, performing investigations, inspections and audits, and administrative enforcement;
- (4) Fees for entrance to or rental, lease, or use of, public property;
- (5) Fines and penalties;
- (6) Development conditions; and
- (7) Assessments and property related fees subject to Proposition 218 (Cal Const arts XIII C-XIII D); and

WHEREAS, in establishing a fee, it is proper and reasonable to take into account not only the expense of direct regulation, but also all the incidental consequences that may be likely to subject the public to cost such as, but not limited to, debt service, general administration and overhead, planning for future service delivery, etc.; and

WHEREAS, to prevent any gift of public funds as prohibited under the California State Constitution, the City Council believes it is imperative to establish and impose the necessary fees to ensure that the City recovers its reasonable costs incurred in connection with processing Commercial Cannabis Regulatory Permits, interviewing applicants and conducting regulatory activities and performing and providing related services necessitated by the operation of commercial cannabis business activities within the community and fees to create a revenue source for various purposes and programs that serve the purpose of mitigating

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Resolution No. 2020-xx
Date Adopted: November 17, 2020

potential social and health impacts and/or the potential negative secondary effects of cannabis use as articulated by the Centers for Disease Control and Prevention and the California Department of Public Health.

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

Section 1. RECITALS

That the above Recitals are true and correct and are incorporated as though fully set forth herein.

Section 2. COMMERCIAL CANNABIS BUSINESS ACTIVITIES FEES

That the following fees are hereby adopted and shall apply to those persons and/or businesses which apply for and/or are issued a Commercial Cannabis Regulatory Permit, pursuant to Chapter 5.05 (Commercial Cannabis Regulatory Permit) of the Moreno Valley Municipal Code for the privilege of developing and operating a commercial cannabis business activity within the City of Moreno Valley pursuant to all applicable State and local laws, rules and regulations: (a) Application Fee @ \$9,551; (b) Interview Fee @ \$1,556; (c) Annual Permit Fee @ \$58,356; and (d) Annual Community Benefits Fee @ \$20,000.

Section 3. PAYMENT OF FEES

That the fees set forth in this Resolution shall be paid only by certified check, cashier's check or money order made payable to the City of Moreno Valley, and the payment of said fees shall accompany an application for Commercial Cannabis Regulatory Permit, pursuant to Chapter 5.05 (Commercial Cannabis Regulatory Permit), when the application is submitted or else the subject application shall be deemed incomplete for processing. The Annual Permit Fee and Annual Community Benefits Fee shall be paid on an annual basis in order to renew a Commercial Cannabis Regulatory Permit in the amounts in effect at the time said fees are due and payable.

Section 4. PURPOSES

That the purpose of each fee are as follows:

- (a) The purpose of the Application Fee is to recover the reasonable costs incurred by the various departments of the City in connection with processing an application for a Commercial Cannabis Regulatory Permit pursuant to Chapter 5.05 (Commercial Cannabis Regulatory Permit) of the Moreno Valley Municipal Code for the privilege of developing and operating a commercial cannabis business activity within the City of Moreno Valley pursuant to all applicable State and local laws, rules and regulations;
- (b) The purpose of the Interview Fee is to recover the reasonable costs incurred by the City in connection with interviewing an applicant regarding information germane to the applicant's

application for a Commercial Cannabis Regulatory Permit pursuant to Chapter 5.05 (Commercial Cannabis Regulatory Permit) of the Moreno Valley Municipal Code for the privilege of developing and operating a commercial cannabis business activity within the City of Moreno Valley pursuant to all applicable State and local laws, rules and regulations;

(c) The purpose of the Annual Permit Fee, which shall be paid on an annual basis in order to renew a Commercial Cannabis Regulatory Permit, is to recover the reasonable costs incurred by the City in connection with regulating commercial cannabis business activities, such as but not limited to administrative inspections, financial auditing, cannabis tax recordkeeping, community relations, criminal investigations, compliance monitoring, traffic enforcement and public safety patrols; and

(d) The purpose of the Annual Community Benefits Fee, which shall be paid upon application for a Commercial Cannabis Regulatory Permit and thereafter on an annual basis in order to renew a Commercial Cannabis Regulatory Permit, is to create a revenue source for various purposes and programs such as but not limited to local healthcare, cannabis use awareness, cannabis use prevention and deterrence, youth sports programs, educational scholarships, parks and recreational programs, senior activities programs, drug counseling, financial management, food programs, homelessness programs, physical therapy, pregnancy health maintenance programs, eating disorders, dietary education, child care, parenting issues, suicide prevention, relationship counseling, drivers education, neighborhood watch programs and similar type programs, crime prevention, etc. for the purpose of mitigating potential social and health impacts and/or the potential negative secondary effects of cannabis use.

Section 5. REFUNDABILITY

That unless otherwise provided herein, the fees may be refundable as follows:

(a) The Application Fee may be subject to refund in whole or in part upon the withdrawal of an application before the application has been fully processed, less any amounts reflective of the cost of any work performed by the City or its agents with respect to processing said application at a rate of \$166 per hour plus any third party costs. Once final action is taken on the application, whether approved or denied, no portion of the Application Fee shall be refundable.

(b) The Interview Fee may be subject to refund in whole or in part upon the withdrawal of an application before the applicant has been fully interviewed, less any amounts reflective of the cost of any work performed by the City or its agents with respect to the commencement of any portion of said interview at a rate of \$166 per hour plus any third party costs. Once the interview has been completed or final action is taken on the application, whether approved and denied, no portion of the Interview Application Fee shall be refundable.

(c) The Annual Permit Fee shall be subject to a full refund upon withdrawal of an application and/or denial of the subject application or any related permit, license or entitlement that prevents the applicant from securing a certificate of occupancy. Once a certificate of occupancy is issued, the Annual Permit Fee shall not be refundable.

(d) The Annual Community Benefits Fee shall be subject to a full refund upon withdrawal of an application and/or denial of the subject application or any related permit, license or entitlement that prevents the applicant from securing a certificate of occupancy. Once a certificate of occupancy is issued, the Annual Community Benefit Fee shall not be refundable.

Section 6. FINDINGS AND DETERMINATIONS

That based on the Recitals and the Staff Report and related material and information, the City Council finds and determines as follows:

- (a) That the amount of the Application Fee currently reflects the reasonable costs that will be incurred by the various departments of the City in connection with processing an application for a Commercial Cannabis Regulatory Permit pursuant to Chapter 5.05 (Commercial Cannabis Regulatory Permit) of the Moreno Valley Municipal Code for the privilege of developing and operating a commercial cannabis business activity within the City of Moreno Valley pursuant to all applicable State and local laws, rules and regulations;
- (b) That the amount of the Interview Fee currently reflects the reasonable costs that will be incurred by the City in connection with interviewing an applicant regarding information germane to the applicant's application for a Commercial Cannabis Regulatory Permit pursuant to Chapter 5.05 (Commercial Cannabis Regulatory Permit) of the Moreno Valley Municipal Code for the privilege of developing and operating a commercial cannabis business activity within the City of Moreno Valley pursuant to all applicable State and local laws, rules and regulations;
- (c) That the amount of the Annual Permit Fee currently reflects the reasonable costs that will be incurred by the City in connection with regulating commercial cannabis business activities, such as but not limited to administrative inspections, financial auditing, cannabis tax recordkeeping, community relations, criminal investigations, compliance monitoring, traffic enforcement and public safety patrols; and
- (d) That the amount of the Annual Community Benefits Fee reflects the reasonable anticipated costs of various purposes and programs intended to mitigate the potential social and health impacts and/or the potential negative secondary effects cannabis use and commercial cannabis activities may have all sensitive and/or vulnerable groups of persons within the population.

Section 7. SEVERABILITY

That the City Council declares that, should any provision, section, paragraph, sentence or word of this Resolution 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 Resolution and the attached Commercial Cannabis Business Application Procedures as hereby adopted shall remain in full force and effect.

Section 8. REPEAL OF CONFLICTING PROVISIONS

That all the provisions heretofore adopted by the City Council that are in conflict with the provisions of this Resolution, including the Commercial Cannabis Business Application Procedures previously adopted by the City Council by Resolution No. _____, are hereby repealed.

Section 9. EFFECTIVE DATE

That this Resolution shall take effect immediately upon its adoption.

Section 10. CERTIFICATION

That the City Clerk shall certify to the passage and adoption of this Resolution, enter the same in the book for original resolutions of the City, and make a minute of passage and adoption thereof in the records of the proceedings of the City Council, in the minutes of the meeting at which this Resolution is passed and adopted.

APPROVED AND ADOPTED this 17th day of November 2020.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

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Attachment: 3. Reso - User Fee Schedule [Revision 3] (4112 : INTRODUCTION OF ORDINANCE ___ AMENDING CHAPTER 5.05 COMMERCIAL

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 17th day of November, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

COMMERCIAL CANNABIS PERMIT APPLICATION FEES

	<u>Unit</u>	<u>Proposed Fee</u>
Application Review Fee*	Each	\$ 9,551
Interview Fee	Each	\$1,556
Annual Permit Fee	Each	\$58,356
Annual Community Benefit Fee	Each	\$20,000
Hourly Rate	Each	\$166 **

* Payment of such fee shall be required for each initial application review, request to modify the business location, and request to modify ownership prior to City review of such items. Modifications to ownership are not allowed in the application phase and will only be allowed once the business is operational.

** Plus any third party costs

Note: All fees subject to change by resolution.