

TELECONFERENCED MEETING

CITY COUNCIL REGULAR MEETING – 6:00 PM

FEBRUARY 1, 2022

NEW LAW

Pursuant to Assembly Bill No. 361

Effective September 16, 2021

There Will be the Ability to Teleconference into 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/>

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, February 1, 2022

STEP 3

Select Audio Source

Computer Speakers/Microphone

or

Telephone

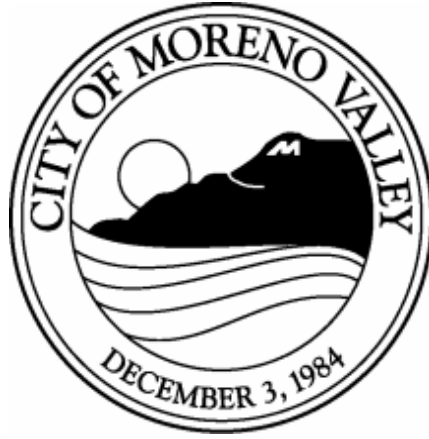
STEP 3

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**

February 1, 2022

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 the 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

Ulises Cabrera, Council Member

David Marquez, Council Member

Edward A. Delgado, Council Member

AGENDA
CITY COUNCIL OF THE CITY OF MORENO VALLEY
February 1, 2022

CALL TO ORDER - 5:30 PM

SPECIAL PRESENTATIONS

1. Proclamation for Black History Month

**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
FEBRUARY 1, 2022**

CALL TO ORDER

Joint Meeting of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency, Housing Authority and the Board of Library Trustees - actions taken at the Joint Meeting are those of the Agency indicated on each Agenda item.

PLEDGE OF ALLEGIANCE

ROLL CALL

INTRODUCTIONS

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

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. COUNCIL DISCRETIONARY EXPENDITURE REPORTS FOR FISCAL YEAR 2021/2022 FROM JULY 1, 2021 THROUGH DECEMBER 31, 2021 (Report of: City Clerk)

Recommendation:

1. Receive and file the Fiscal Year 2021/2022 Council Discretionary Expenditure Report for July 1, 2021 through December 31, 2021.

A.3. FISCAL YEAR 2021/22 FIRST QUARTER BUDGET REVIEW AND APPROVAL OF THE FIRST QUARTER BUDGET AMENDMENTS AND REVIEW OF THE OPERATING AND CAPITAL CARRYOVERS FROM FISCAL YEAR 2020/21 (Report of: Financial & Management Services)

Recommendations: That the City Council:

1. Receive and file the Fiscal Year 2021/22 First Quarter Budget Review.
2. Adopt Resolution No. 2022-XX. A resolution of the City Council of the City of Moreno Valley, California, adopting the revised budgets for fiscal years 2021/22 – 2022/23.
3. Approve the City Position Summary.
4. Receive and file the Fiscal Year 2020/21 Carryover Memo.

Recommendations: That the CSD:

1. Adopt Resolution No. CSD 2022-XX. A resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, adopting the revised operating and capital budgets for Fiscal Years (FY) 2021/22 – 2022/23.

Recommendations: That the City Council as Successor Agency:

1. Adopt Resolution No. Successor Agency 2022-XX. A Resolution of the City Council of the City of Moreno Valley, California, Serving as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley, California, adopting the revised operating and capital budget for Fiscal Years 2021/22 – 2022/23.

A.4. MAYORAL APPOINTMENT TO THE PLANNING COMMISSION (Report of: City Clerk)

Recommendation:

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

PLANNING COMMISSION

<u>Name</u>	<u>Position</u>	<u>Term</u>
Matthew Chen	Member	Ending 03/31/25

- A.5. APPROVE A MEMORANDUM OF UNDERSTANDING WITH RISING STARS BUSINESS ACADEMY AND AUTHORIZE THE SUBMITTAL OF THE APPLICATION/PROPOSAL RELATED TO THE CALIFORNIA VIOLENCE INTERVENTION AND PREVENTION (CalVIP) GRANT PROGRAM (Report of: Financial & Management Services)

Recommendation:

1. Approve a Memorandum of Understanding with Rising Stars Business Academy regarding the California Violence intervention and Prevention (CalVIP) Grant Program.
2. Authorize City Manager, City Attorney and Chief Financial Officer to submit the application/proposal to California Violence intervention and Prevention (CalVIP) Grant Program.

- A.6. RECOMMENDED PAVEMENT MANAGEMENT PROGRAM FIVE-YEAR LOOK-AHEAD FOR FISCAL YEARS 2026-2031 (Report of: Public Works)

Recommendations:

1. Concur with the Recommended Pavement Management Program Five-year Look-ahead Plan for Fiscal Years 2026-2031; and
2. Authorize the Public Works Director to make any minor adjustments in order to finalize the Pavement Management Program Five-year Look-ahead Plan for Fiscal Years 2026-2031.

- A.7. APPROVE THE SECOND AMENDMENT TO AGREEMENT ON-CALL PROFESSIONAL CONSULTANT SERVICES WITH CAV CONSULTING (Report of: Public Works)

Recommendations:

1. Approve the Second Amendment to Agreement On-Call Professional Services for Civil Engineer/Project Manager with CAV Consulting;
2. Authorize the City Manager to execute the Second Amendment to Agreement On-Call Professional Services for Civil Engineer/Project Manager with CAV Consulting, which includes executing subsequent Amendments or Extensions to the Agreement, and the authority to authorize associated purchase orders in accordance with the terms of the Agreement, subject to the approval of the City Attorney;
3. Authorize an increase to Purchase Order with CAV Consulting in the amount of \$200,000 once the Second Amendment has been signed by all parties using State Gas Tax and SB1/RMRA State Gas Tax funds (Funds 2000 and 2000A); and

4. Authorize a budget adjustment as set forth in the Fiscal Impact section of this report.

A.8. APPROVE THE FIRST AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL CONSULTANT DESIGN SERVICES WITH HR GREEN PACIFIC, INC. FOR CITYWIDE PAVEMENT REHABILITATION PROGRAM PROJECTS (Report of: Public Works)

Recommendations:

1. Approve the First Amendment to Agreement for Professional Consultant Services with HR Green Pacific, Inc. to provide additional design services for the citywide pavement rehabilitation program projects in the amount of \$550,107.40;
2. Authorize the City Manager to execute the First Amendment to Agreement for Professional Consultant Services with HR Green Pacific, Inc.;
3. Authorize an increase in the Purchase Order for HR Green Pacific, Inc. in the amount of \$550,107.40 once the First Amendment has been signed by all parties using State Gas Tax and SB1/RMRA State Gas Tax funds (Funds 2000 and 2000A); and
4. Authorize a budget adjustment as set forth in the Fiscal Impact section of this report.

A.9. AUTHORIZE FIRST AMENDMENT TO AGREEMENT WITH GOFORTH & MARTI DBA G/M BUSINESS INTERIORS FOR FURNISHING FURNITURE AND EQUIPMENT FOR CITYWIDE FACILITIES AND PROVIDING RELATED INSTALLATION AND MAINTENANCE SERVICES (Report of: Financial & Management Services)

Recommendations:

1. Approve the First Amendment to Agreement for Contractor Services with Goforth & Marti DBA G/M Business Interiors, in order to continue to provide for professional services and products to design, replace, install, or repair prefabricated furniture and associated equipment at various City of Moreno Valley facilities;
2. Authorize the City Manager, or his designee, to execute the First Amendment to Agreement for Contractor Services with G/M Business Interiors, to increase contracted amount by \$400,000 for a total not-to-exceed amount of the five-year Agreement of \$450,000, subject to the approval of the City Attorney;
3. Authorize a Change Order to increase the Contract for G/M Business Interiors for the amount of \$400,000.00 when the First Amendment has been signed by all parties; and

4. 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.10. APPROVE RESOLUTION AUTHORIZING THE CITY MANAGER TO APPOINT PERMA DIRECTOR/ALTERNATIVE (Report of: Financial & Management Services)

Recommendation:

1. Approve Resolution No. 2022-XX. A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the City Manager to Appoint PERMA Director/Alternate.
2. Approve the appointment of Human Resources Division Manager, Naomi Kamunyu as the City of Moreno Valley PERMA Director.

A.11. SECOND READING AND CONSIDERATION OF ADOPTION OF ORDINANCE 985 TO AMEND THE ZONING CLASSIFICATION OF THE 17.67-ACRE PROJECT SITE FROM COMMUNITY COMMERCIAL (CC) DISTRICT TO LIGHT INDUSTRIAL (LI) DISTRICT FOR THE PROPERTY LOCATED ON THE SOUTH SIDE OF ALESSANDRO BOULEVARD BETWEEN FREDERICK STREET AND GRAHAM STREET ASSESSOR PARCEL NUMBERS 297-170-002 AND 297-170-003 (Report of: Community Development)

Recommendation:

1. Conduct a second reading by title only and adopt Ordinance No. 985.

A.12. SECOND READING AND CONSIDERATION OF ADOPTION OF ORDINANCE 986 TO AMEND THE ZONING CLASSIFICATION OF THE 1.61-ACRE PROJECT SITE FROM PUBLIC (P) DISTRICT TO RESIDENTIAL 15 (R15) DISTRICT FOR THE PROPERTY LOCATED ON THE EAST SIDE OF INDIAN STREET NORTH OF COTTONWOOD AVENUE PARCEL NUMBER 482-161-026 (Report of: Community Development)

Recommendation:

1. Conduct the second reading by title only and adopt Ordinance No. 986.

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.

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.

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.

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.

F. PUBLIC HEARINGS

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

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

- F.1. PUBLIC HEARING FOR ONE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MAIL BALLOT PROCEEDING (Report of: Financial & Management Services)

Recommendations: That the City Council:

1. Conduct the Public Hearing and accept public testimony for the mail ballot proceeding for the National Pollutant Discharge Elimination System (NPDES) Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate to be applied to the property tax bill of the parcel identified herein (Alessandro Industrial No. 14, LP, located on the south side of Alessandro Blvd., west of Heacock St.).

2. Direct the City Clerk to open and count the returned NPDES ballot;
3. Verify and accept the results of the mail ballot proceeding as maintained by the City Clerk on the Official Tally Sheet and if approved, set the rate and impose the applicable NPDES Regulatory Rate on the Assessor's Parcel Number as mentioned;
4. Receive and file the Official Tally Sheet with the City Clerk's office.

F.2. FIRST PUBLIC HEARING REGARDING THE DECENNIAL CITY COUNCIL REDISTRICTING PROCESS BASED ON RECENTLY RELEASED 2020 US CENSUS POPULATION DATA FOR THE CITY OF MORENO VALLEY (Report of: City Attorney)

Recommendations: That the City Council:

1. Conduct the first of four public hearings regarding the adjustment of City Council District boundaries in light of the 2020 Census, pursuant to Elections Code Sections 21601-21609; and
2. Provide feedback, if any, regarding Communities of Interest or other considerations relating to the process.

G. GENERAL BUSINESS – NONE

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

I. REPORTS

I.1. CITY COUNCIL REPORTS

(Informational Oral Presentation - not for Council action)

March Joint Powers Commission (JPC)

Riverside County Habitat Conservation Agency (RCHCA)

Riverside County Transportation Commission (RCTC)

Riverside Transit Agency (RTA)

Western Riverside Council of Governments (WRCOG)

Western Riverside County Regional Conservation Authority (RCA)

School District/City Joint Task Force

I.2. CITY MANAGER'S REPORT

(Informational Oral Presentation - not for Council action)

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: January 27, 2022

TO:

FROM: Pat Jacquez-Nares, City Clerk

AGENDA DATE: February 1, 2022

TITLE: PROCLAMATION FOR BLACK HISTORY MONTH

RECOMMENDED ACTION

CITY COUNCIL GOALS

None

CITY COUNCIL STRATEGIC PRIORITIES

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

ATTACHMENTS

To view large attachments, please click your “bookmarks”  on the left hand side of this document for the necessary attachment.

None

APPROVALS



Report to City Council

TO: Mayor and City Council

FROM: Pat Jacquez-Nares, City Clerk

AGENDA DATE: February 1, 2022

TITLE: COUNCIL DISCRETIONARY EXPENDITURE REPORTS FOR FISCAL YEAR 2021/2022 FROM JULY 1, 2021 THROUGH DECEMBER 31, 2021

RECOMMENDED ACTION

Recommendation:

1. Receive and file the Fiscal Year 2021/2022 Council Discretionary Expenditure Report for July 1, 2021 through December 31, 2021.

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 2021/2022, for July 1, 2021 through December 31, 2021. 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. 2021-31, unused monies from Fiscal Year 2020/2021 has been carried over to the current Fiscal Year as approved by the City Manager. The Discretionary Expenditure Reports will reflect the amended budget amount in a future period.

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:
Jasmin Rivera
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

To view large attachments, please click your “bookmarks”



on the left hand side of this document for the necessary attachment.

- 1. Jul - Dec Discretionary Report

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	1/25/22 5:17 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	1/25/22 5:26 PM



MAYOR DR. YXSTIAN A. GUTIERREZ

Fiscal Year 2021/2022 Council Discretionary Expenditures
 Accounts: 1010-10-01-10015-620130 Mayor Discretionary
 1010-10-01-10015-620131 Mayor Discretionary - Carryover
 July 1, 2021 - December 31, 2021

Date	Amount	Description
No expenditures to report for July 2021		
8/4/2021	\$ 5,000.00	Val Verde Unified School District Explorer Program
8/25/2021	\$ 44.75	Refreshments for College Student City Hall tour
9/18/2021	\$ 49.87	Refreshments for Kawhi Leonard - Weston Park Basketball Event
9/22/2021	\$ 60.00	League of California Cities Lunch Riverside County Division Lunch
10/8/2021	\$ 500.00	Diamond Girls Softball Association Sponsorship
10/18/2021	\$ 2,500.00	Intercities Soccer League Sponsorsip
11/3/2021	\$ 10.00	Moreno Valley Chamber of Commerce- Wake-Up MV Meeting - 9/20/21
No expenditures to report for December 2021		
	<u>\$ 8,164.62</u>	TOTAL Council Discretionary Expenditures for FY 21/22
	\$ 6,000.00	FY 21/22 Adopted Budget Amount
	\$ 8,575.00	Carryover Budget Amount FY 20/21
	<u>\$ 14,575.00</u>	FY 21/22 Amended Budget Amount
	\$ 6,410.38	FY 21/22 Budget Amount Remaining

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

Updated as of: 1/24/2022



COUNCIL DISTRICT 1 VACANT

Fiscal Year 2021/2022 Council Discretionary Expenditures
 Accounts: 1010-10-01-10011-620111 District 1 Discretionary
 1010-10-01-10011-620116 District 1 Discretionary - Carryover
 July 1, 2021 - December 31, 2021

Date	Amount	Description
		No expenditures to report for July 2021
		No expenditures to report for August 2021
		No expenditures to report for September 2021
		No expenditures to report for October 2021
11/15/2021	\$ 1,000.00	Discovery Christian Church of Moreno Valley -Turkey Giveaway
		No expenditures to report for December 2021
	<u>\$ 1,000.00</u>	TOTAL Council Discretionary Expenditures for FY 21/22
	\$ 3,000.00	FY 21/22 Adopted Budget Amount
	\$ -	Carryover Budget Amount FY 20/21
	<u>\$ 3,000.00</u>	FY 21/22 Amended Budget Amount
	\$ 2,000.00	FY 21/22 Budget Amount Remaining

Source: Unaudited financial data from the City's accounting records.
 Updated as of: 1/24/2022



COUNCIL DISTRICT 2 EDWARD A. DELGADO

Fiscal Year 2021/2022 Council Discretionary Expenditures
Accounts: 1010-10-01-10012-620112 District 2 Discretionary
1010-10-01-10012-620117 District 2 Discretionary - Carryover
July 1, 2021 - December 31, 2021

Date	Amount	Description
		No expenditures to report for July 2021
		No expenditures to report for August 2021
		No expenditures to report for September 2021
		No expenditures to report for October 2021
		No expenditures to report for November 2021
		No expenditures to report for December 2021
	<u>\$ -</u>	TOTAL Council Discretionary Expenditures for FY 21/22
	\$ 3,000.00	FY 21/22 Adopted Budget Amount
	<u>\$ -</u>	Carryover Budget Amount FY 20/21
	<u>\$ 1,500.00</u>	FY 21/22 Amended Budget Amount
	\$ 1,500.00	FY 21/22 Budget Amount Remaining

Source: Unaudited financial data from the City's accounting records.
Updated as of: 1/24/2022

Attachment: Jul - Dec Discretionary Report (5685 : COUNCIL DISCRETIONARY EXPENDITURE REPORTS FOR FISCAL YEAR 2021/2022)



COUNCIL DISTRICT 3 DAVID MARQUEZ

Fiscal Year 2021/2022 Council Discretionary Expenditures
 Accounts: 1010-10-01-10013-620113 District 3 Discretionary
 1010-10-01-10013-620118 District 3 Discretionary - Carryover
 July 1, 2021 - December 31, 2021

Date	Amount	Description
No expenditures to report for July 2021		
8/10/2021	\$ 25.00	Moreno Valley Chamber of Commerce Wake-UP
9/22/2021	\$ 60.00	League of California Cities Lunch Riverside County Division Lunch
9/16/2021	\$ 500.00	Diamond Girls Softball Association Sponsorship
No expenditures to report for October 2021		
No expenditures to report for November 2021		
No expenditures to report for December 2021		
	<u>\$ 585.00</u>	TOTAL Council Discretionary Expenditures for FY 21/22
	\$ 3,000.00	FY 21/22 Adopted Budget Amount
	<u>\$ 4,967.00</u>	Carryover Budget Amount FY 20/21
	<u>\$ 7,967.00</u>	FY 21/22 Amended Budget Amount
	\$ 7,382.00	FY 21/22 Budget Amount Remaining

Source: Unaudited financial data from the City's accounting records.
 Updated as of: 1/24/2022



COUNCIL DISTRICT 4 ULISES CABRERA

Fiscal Year 2021/2022 Council Discretionary Expenditures
 Accounts: 1010-10-01-10014-620114 District 4 Discretionary
 1010-10-01-10014-620119 District 4 Discretionary - Carryover
 July 1, 2021 - December 31, 2021

Date	Amount	Description
No expenditures to report for July 2021		
8/3/2021	\$ 500.00	Community Health System Drive Thru Backpack Giveaway
8/11/2021	\$ 1,000.00	The Leela Project- 4th Annual Barbers & Backpacks Event at Moreno Valley College
No expenditures to report for September 2021		
10/31/2021	\$ 500.00	Moreno Valley Falcon's Cheerleader Uniforms
11/15/2021	\$ 35.00	Power Speaks Louder-Fuel for Community Oureacch
11/15/2021	\$ 91.08	Power Speaks Louder-U-Haul Van Rental
11/15/2021	\$ 91.87	Power Speaks Louder-U-Haul Van Rental
11/30/2021	\$ 183.34	Power Speaks Louder- Turkeys- Winco
11/30/2021	\$ 290.97	Power Speaks Louder- Turkeys- Aldi
11/30/2021	\$ 223.29	Power Speaks Louder- Turkeys- Aldi
12/23/2021	\$ 317.44	Power Speaks Louder- Christmas Toy Drive Gifts– BIG LOTS
12/23/2021	\$ 190.31	Power Speaks Louder- Christmas Toy Drive Gifts – Five Below
	<u>\$ 3,423.30</u>	TOTAL Council Discretionary Expenditures for FY 21/22
	\$ 3,000.00	FY 21/22 Adopted Budget Amount
	<u>\$ 2,763.00</u>	Carryover Budget Amount FY 20/21
	<u>\$ 5,763.00</u>	FY 21/22 Amended Budget Amount
	\$ 2,339.70	FY 21/22 Budget Amount Remaining

Source: Unaudited financial data from the City's accounting records.
 Updated as of: 1/24/2022



Report to City Council

TO: Mayor and City Council

FROM: Brian Mohan, Assistant City Manager

AGENDA DATE: February 1, 2022

TITLE: FISCAL YEAR 2021/22 FIRST QUARTER BUDGET REVIEW AND APPROVAL OF THE FIRST QUARTER BUDGET AMENDMENTS AND REVIEW OF THE OPERATING AND CAPITAL CARRYOVERS FROM FISCAL YEAR 2020/21

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Receive and file the Fiscal Year 2021/22 First Quarter Budget Review.
2. Adopt Resolution No. 2022-XX. A resolution of the City Council of the City of Moreno Valley, California, adopting the revised budgets for fiscal years 2021/22 – 2022/23.
3. Approve the City Position Summary.
4. Receive and file the Fiscal Year 2020/21 Carryover Memo.

Recommendations: That the CSD:

1. Adopt Resolution No. CSD 2022-XX. A resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, adopting the revised operating and capital budgets for Fiscal Years (FY) 2021/22 – 2022/23.

Recommendations: That the City Council as Successor Agency:

1. Adopt Resolution No. Successor Agency 2022-XX. A Resolution of the City Council of the City of Moreno Valley, California, Serving as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley, California,

adopting the revised operating and capital budget for Fiscal Years 2021/22 – 2022/23.

SUMMARY

This report provides the First Quarter Budget Report, which updates the Mayor and City Council regarding current year financial trends, and provides the Fiscal Year 2021/22 First Quarter Budget Review through September 30, 2021. This report also requests the approval of certain FY 2021/22 and FY 2022/23 revenue and expenditure budget amendments, which include:

- **Historic investment of \$50 Million in Pavement Rehabilitation**
- **\$5.5 Million in additional Public Safety and Beautification & Quality of Life Initiatives**
 - **Fire Squad**
 - **Police Motors & Deputies (3)**
 - **Police Clinical Behavioral Assessment Team**
 - **Community Enhancement Supervisor (1) and Officers (3)**
 - **Public Works Maintenance Team (11)**
 - **Parks Maintenance Team (9)**
 - **Park Ranger**

At the end of FY 2020/21, all unexpended appropriations lapse and revert to fund balance. Once the fiscal year-end closing process has identified the items that are encumbered by purchase order, contract, or other commitment at June 30th, these items may become a carryover budget pursuant to City Council Resolution 2021-31 adopted May 4, 2021. A copy of the Carryover Memo for FY 2020/21 has been included for transparency.

This item was noticed on the November 23, 2021 Finance Subcommittee agenda for review and discussion.

DISCUSSION

Based on a long-term practice of maintaining a structurally balanced budget and being identified as one of the most fiscally fit cities in the Country, on May 4, 2021, the City Council continued this trend and adopted the Two-Year Operating Budget for Fiscal Years 2021/22 - 2022/23, while adhering to those past practices. Additionally, as established after the last recession, the budget continues to fund and maintain separate

reserves specifically established for periods of economic uncertainty or natural disasters. The budget included all component units of the City, including the General Fund, Community Services District, Housing Authority and Successor Agency. During the two-year budget period, the City Council will be updated of the City's financial condition through the process of Quarterly Budget Reviews. This ongoing process ensures a forum to review expenditure and revenue changes from the estimates made in the budget document. Additionally, any significant changes in projected revenue or unanticipated expenditures that may occur will be presented to the City Council.

This report provides the FY 2021/22 First Quarter Review for the first three months, July thru September. The first quarter budget review will focus primarily on the City's General Fund. This review will also present three-month operational results from other key funds.

The City Council's direction of "Maintain a Balanced General Fund Budget" serves as a foundation for the fiscal status of City operations. Ongoing funding is directed to sustain ongoing operational expenses; one-time funding is directed toward one-time expenditures. This report identifies the budget adjustments as recommended by the City Manager.

FISCAL YEAR 2021/22 FIRST QUARTER REVIEW:

This First Quarter Report updates the Mayor and City Council regarding current year financial trends and provides the opportunity for the City Council to review the recommended actions as they relate to revenues and expenditures.

General Fund Revenue Update

Revenue receipts do not follow an even schedule. Although 25% of the fiscal year has elapsed, based on historic trends revenues are estimated to be at approximately 11% of the budgeted amount. Actual revenues received are currently 11% of budget. As the FY 2021/22 revenue estimates were developed prior to the adoption of the budget on May 4, 2021, the revenue estimates may require adjustments based on the FY 2021/22 actuals and revised projections throughout the year. Although there will be variances in some of the amounts budgeted, the total is expected to remain within 1% of the amended budget for the year. It should be noted that the lag in timing of revenue receipts helps illustrate the need for an operating cash reserve throughout each fiscal year.

General Fund Expenditure Update

Although not all expenditures follow a straight-line spending pattern, operating expenditures should track close to within 25% of budget for the year at the end of the first three months. As of September 30, 2021, total General Fund expenditures were at 25%. This pace is within expectations for most activities in the General Fund.

FISCAL YEAR 2021/22 BUDGET ADJUSTMENTS

The FY 2021/22 General Fund revenue budget, as amended, totals approximately \$118.8 million. Based on economic activity and revenue collections through September 2021, staff is recommending First Quarter budget increase of \$6.2 million to approximately \$125.1 million. This increase is primarily driven by increased sales and cannabis tax revenue.

The FY 2021/22 General Fund expenditures budget as currently amended, and excluding one-time expenditures from fund balance, totals approximately \$119.9 million. The recommended First Quarter budget amendments increase expenditures by \$5.2 million to \$125.1 million. This is primarily due to an increase in the public safety and City beautification programs. *The fund continues to be structurally balanced, without the use of fund balance for ongoing operations.* The specific budget adjustments for the General Fund are summarized in Exhibit A attached to the City Council Resolutions recommended for approval.

Fund	Type (Rev/Exp)	FY 2021/22 Amended Budget (1)	Proposed Adjustments	FY 2021/22 Amended Budget	Proposed Adjustments (%)
General Fund	Rev	\$118,833,941	\$6,274,303	\$125,108,244	<1%
General Fund	Exp	\$119,866,895	\$5,236,269	\$125,103,164	<1%
	Net Total	(\$1,032,954)	\$1,038,034	\$5,080	

(1) Includes FY 2020/21 carryover amounts.

Summaries of Other Major Funds

The following provides a summary of some of the proposed budget adjustments to other major funds. A complete list of all changes are identified in Exhibit A to the Resolutions.

Gas Tax (Fund 2000)

Increase in City maintenance and beautification efforts.

Zone A Parks (Fund 5011)

Increase in Parks maintenance and Park Ranger programs.

City Position Summary Action

The City Position Summary as amended by the City Council serves as an important internal control tool for City Council to establish authorized positions for the City while enabling staff to manage within the authorized and funded positions. The City Position Summary addresses career authorized positions and does not include temporary positions. As a result of operational changes, some positions are being requested to be added based on current and projected demands for those positions and services. Staff recommends the following updates to the City Position Summary:

Department / Position Title		Adjustment	FY 2021/22 Requested Budget Amendment
<u>Community Development Department</u>			
Community Enhancement Supervisor	FT	1	\$177,150
			\$377,690
Community Enhancement Officers I	FT	3	
<u>City Manager</u>			
Executive Assistant I	FT	(1)	\$9,000
Assistant to the City Manager	FT	1	
<u>Fire</u>			
Emergency Management & Volunteer Services Program Manager	PAM/C24	(1)	\$22,000
Emergency Management & Volunteer Services Program Manager	DMG/C30	1	
<u>Parks & Community Services Department</u>			
Parks Maintenance Worker	FT	9	\$887,787
Park Ranger	FT	1	\$103,575
<u>Public Works Department</u>			
Maintenance Worker I/II	FT	10	\$987,930
Equipment Operators	FT	1	\$114,192
Total Adjustment		25	\$2,679,324

ALTERNATIVES

1. Approve Recommended Actions as set forth in this staff report, including the approval of the budget adjustments, as presented in Exhibit A. The approval of these items will allow ongoing activities to be carried out in the current fiscal year and the City is able to modify budgets and operations as necessary through this quarterly review, while retaining a structurally balanced General Fund budget. *Staff recommends this alternative.*
1. Do not approve proposed Recommended Actions as set forth in this staff report, including the resolutions adopting the budget adjustments to the budget, as presented in Exhibit A. *Staff does not recommend this alternative.*

FISCAL IMPACT

The City’s Operating and Capital Budgets provide the funding and expenditure plan for all funds. As such, they serve as the City’s financial plan for the fiscal year. The fiscal impacts for the proposed budget amendments are identified in Exhibit A.

NOTIFICATION

Publication of the agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Stephanie Cuff
Management Analyst

Department Head Approval:
Brian Mohan
Chief Financial Officer/City Treasurer

Concurred By:
Launa Jimenez
Financial Resources Division Manager

Approved 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.

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

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

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

CITY COUNCIL STRATEGIC PRIORITIES

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

ATTACHMENTS

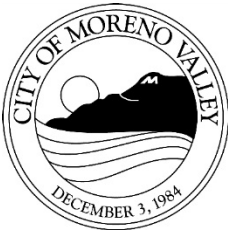
To view large attachments, please click your “bookmarks”  on the left hand side of this document for the necessary attachment.

1. First Quarter Financial Report FY 21-22

- 2. City Resolution 2022-XX
- 3. CSD Resolution 2022-XX
- 4. SA Resolution 2022-XX
- 5. Exhibit A - Proposed Amendments
- 6. City Position Summary FY 21-22 - 22-23
- 7. Carryover Memo & Exhibits

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	1/26/22 11:16 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	1/26/22 12:03 PM



City of Moreno Valley

Fiscal Year 2021/22

First Quarter Financial Summary

TO: Mayor and City Council

FROM: Brian Mohan, Chief Financial Officer/City Treasurer

DATE: February 1, 2022

Note from the Chief Financial Officer/City Treasurer

The economic climate is ever changing during this pandemic due to constant changing of the opening/closing guidelines based on new waves of positive cases that are continuing to increase and the detection of new variants. For these reasons, the City must remain optimistically cautious and only increase revenues when they are actually received. Staff will continue to monitor and request quarterly revenue adjustments based on this approach. These revenue adjustments will be offset by replenishing our expenditure levels accordingly.

INTRODUCTION

On May 4, 2021, the City Council adopted the Two-Year Operating Budget for Fiscal Years (FY) 2021/22 – 2022/23. During the two-year budget period, the City Council will be kept apprised of the City's financial condition through the process of First Quarter, Mid-Year and Third Quarter Reviews. This ongoing process ensures a forum to look at expenditure and revenue deviations from the estimates made in the budget document. Additionally, any significant changes in projected revenue or unanticipated expenditures that may occur will be shared with the City Council.

This report provides a review of the unaudited financial results at the First Quarter of FY 2021/22 (July 2021 – September 2021, 25% of the fiscal year).

CITYWIDE OPERATING EXPENDITURE SUMMARY

The following table contains a summary of the adopted budget, amended budget and the First Quarter expenditures. The totals represent each major fund type and component unit of the City.

Table 1. Citywide Operating Expenditures

Fund/Component Unit	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	Actuals as of 9/30/21 (unaudited)	% of Amended Budget
General Fund	\$ 118,563,058	\$ 118,704,168	\$ 28,572,242	24.1%
Community Services District (CSD)	25,010,512	25,135,512	4,594,497	18.3%
Successor Agency	4,170,557	4,170,557	801,594	19.2%
Housing Fund	165,000	165,000	184,274	111.7%
Special Revenue Funds	34,986,207	40,987,184	9,777,494	23.9%
Capital Projects Funds	7,649,986	7,649,986	1,647,019	21.5%
Electric Utility Funds	37,867,825	37,951,324	9,518,356	25.1%
Internal Service Funds	12,366,127	12,366,127	3,672,496	29.7%
Debt Service Funds	4,242,688	4,242,688	1,946	0.0%
Total	\$ 245,021,960	\$ 251,372,546	\$ 58,769,918	23.4%

Actions taken by the City Council subsequent to the May 4, 2021 adoption of the two-year budget and included in the Amended Budget are:

- Throughout the fiscal year, there are also budget amendments to reflect the acceptance of grants and adjustments to contractual services and material/supplies. The individual amendments are reviewed as part of separate City Council agenda items.
- The majority of this First Quarter update will focus on the General Fund, as it supports all basic services provided to City residents. Highlights for other key component funds will be discussed at a summary level as well.

GENERAL FUND OPERATING

Table 2. General Fund Operations

	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	Actuals as of 9/30/21 (unaudited)	% of Amended Budget
Revenues:				
Taxes:				
Property Tax	\$ 18,026,000	\$ 18,026,000	\$ -	0.0%
Property Tax in-lieu	23,855,000	23,855,000	-	0.0%
Utility Users Tax	15,717,540	15,717,540	3,427,725	21.8%
Sales Tax	22,225,000	22,225,000	3,056,677	13.8%
Other Taxes	15,233,787	15,233,787	2,529,658	16.6%
Licenses & Permits	5,363,135	5,363,135	1,244,800	23.2%
Intergovernmental	418,239	559,349	147,832	26.4%
Charges for Services	12,531,982	12,531,982	4,005,312	32.0%
Use of Money & Property	4,466,853	4,466,853	(1,537,196)	-34.4%
Fines & Forfeitures	499,500	499,500	68,193	13.7%
Miscellaneous	166,000	166,000	128,658	77.5%
Total Revenues	\$ 118,503,036	\$ 118,644,146	\$ 13,071,659	11.0%
Expenditures:				
Personnel Services	\$ 24,444,904	\$ 24,444,904	\$ 5,106,018	20.9%
Contractual Services	82,273,089	82,414,199	21,108,887	25.6%
Material & Supplies	1,240,280	1,240,280	312,492	25.2%
General Government	-	-	-	-
Debt Service	-	-	-	-
Fixed Charges	6,166,821	6,166,821	1,495,265	24.2%
Fixed Assets	-	-	-	-
Total Expenditures	\$ 114,125,094	\$ 114,266,204	\$ 28,022,662	24.5%
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	\$ 4,377,942	\$ 4,377,942	\$ (14,951,003)	
Transfers:				
Transfers In	\$ 65,102	\$ 65,102	\$ 12,501	19.2%
Transfers Out	4,437,964	4,437,964	549,580	12.4%
Net Transfers	\$ (4,372,862)	\$ (4,372,862)	\$ (537,079)	
Total Revenues & Transfers In	\$ 118,568,138	\$ 118,709,248	\$ 13,084,160	11.0%
Total Expenditures & Transfers Out	118,563,058	118,704,168	28,572,242	24.1%
Net Change of Fund Balance	\$ 5,080	\$ 5,080	\$ (15,488,082)	

General Fund Operating Revenues

The General Fund is comprised of several revenue types. However, the main sources include property tax, utility user's tax, and sales tax. Each of these is affected by different economic activity cycles and pressures.

Table 3. General Fund Operating Revenues

	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	Actuals as of 9/30/21 (unaudited)	% of Amended Budget
Revenues:				
Taxes:				
Property Tax	\$ 18,026,000	\$ 18,026,000	\$ -	0.0%
Property Tax in-lieu	23,855,000	23,855,000	-	0.0%
Utility Users Tax	15,717,540	15,717,540	3,427,725	21.8%
Sales Tax	22,225,000	22,225,000	3,056,677	13.8%
Other Taxes	15,233,787	15,233,787	2,529,658	16.6%
Licenses & Permits	5,363,135	5,363,135	1,244,800	23.2%
Intergovernmental	418,239	559,349	147,832	26.4%
Charges for Services	12,531,982	12,531,982	4,005,312	32.0%
Use of Money & Property	4,466,853	4,466,853	(1,537,196)	-34.4%
Fines & Forfeitures	499,500	499,500	68,193	13.7%
Miscellaneous	166,000	166,000	128,658	77.5%
Total Revenues	\$ 118,503,036	\$ 118,644,146	\$ 13,071,659	11.0%

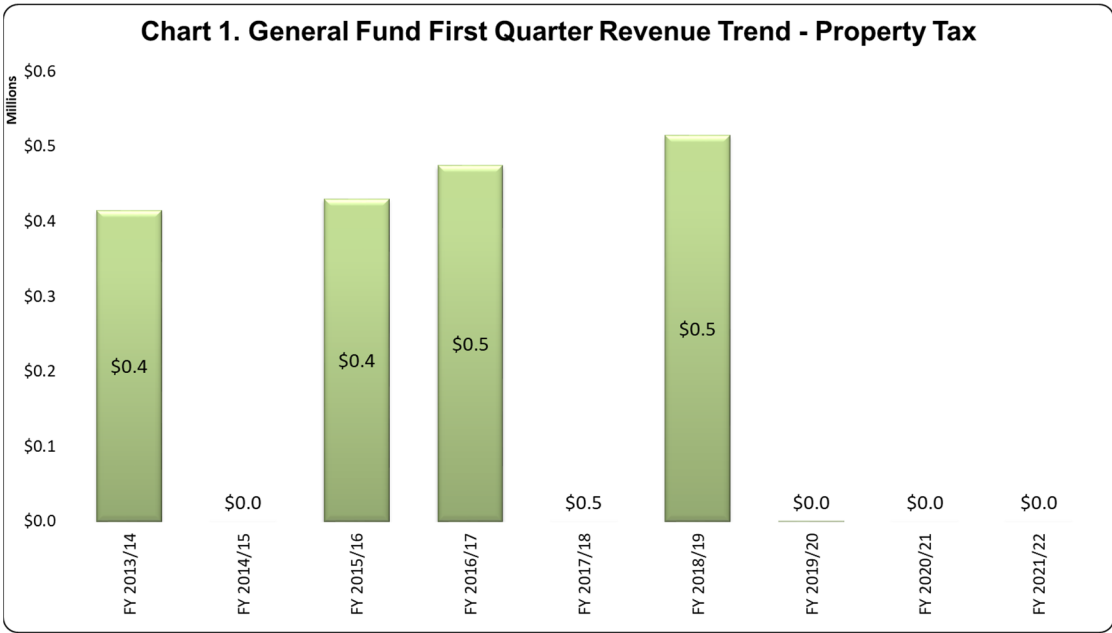
Property Taxes/Property Taxes In-Lieu

Property taxes were budgeted to increase by 10% from the FY 2020/21 Amended Budget. The annual schedule of property tax payments from the County of Riverside will provide payments to the City based on the following estimated schedule:

Secured Property Tax Payment Dates

Settlement 1	January
Settlement 2	May
Settlement 3	August
Teeter Settlement	October

Based on historical averages of actual receipts, the City is estimated to receive less than 1% of the budgeted property tax revenue through First Quarter. The City has currently received 0% through First Quarter. Property taxes will continue to be monitored as property valuations may adjust through the year based on property sales and assessment appeals filed with the County.

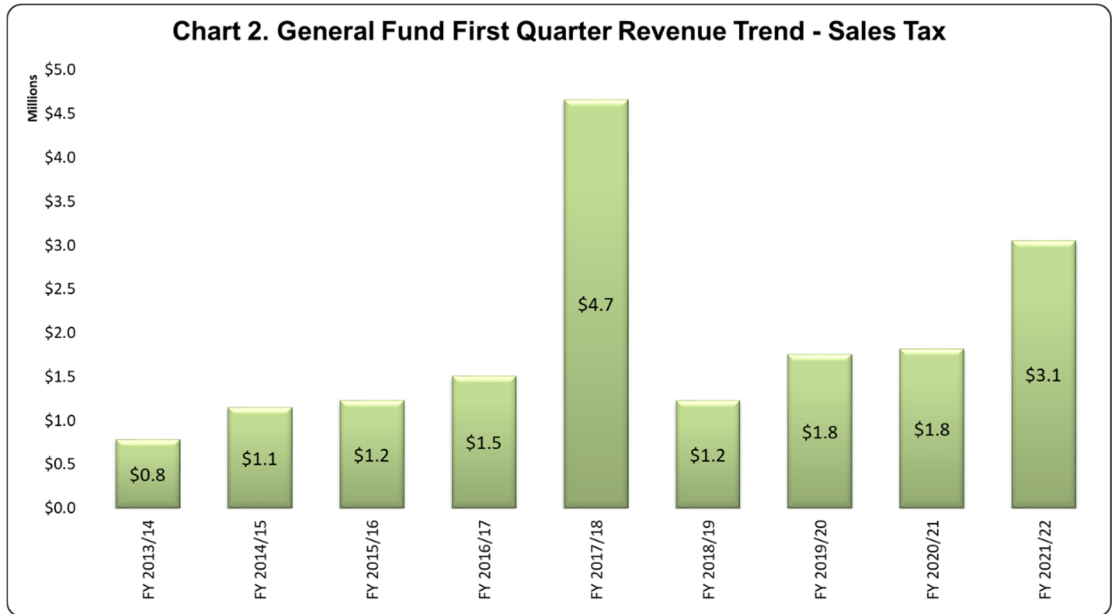


Note: FYs 2014/15, 2017/18, 2019/20, 2020/21 and 2021/22 did not receive any property tax revenues in the first quarter.

Sales Taxes

Sales taxes were budgeted to increase by 20% from the FY 2020/21 Amended Budget. Sales tax receipts will need to be continually monitored through the year to determine if current trends begin to plateau.

Based on historical averages of actual receipts, the City is estimated to receive 10% of the budgeted sales tax revenue through First Quarter. The City has currently received 14% through First Quarter.

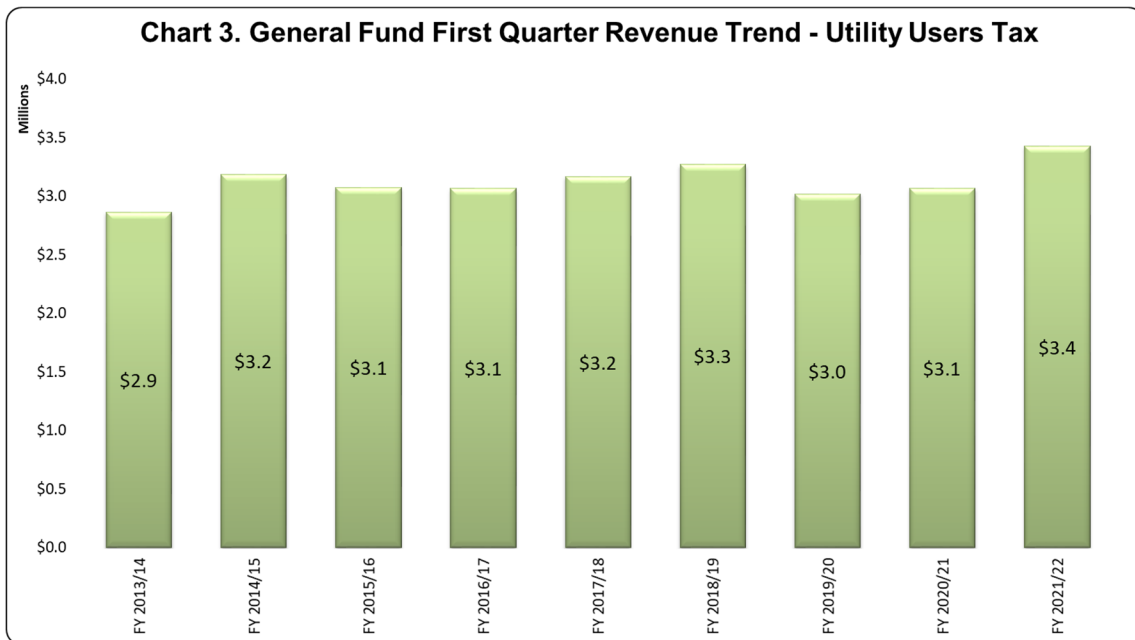


Note: For FY 2017/18, the reversal of revenues accrued to the prior fiscal year in accordance with the Government Accounting Standards Board (GASB) did not occur until the second quarter.

Utility Users Tax Utility

Utility Users Tax were budgeted to remain the same as compared to FY 2020/21 Amended Budget. This projection is primarily due to competitive forces within the communications markets. Both the wireless and wired markets experienced downturns year over year. Based on our discussions with utility tax experts, there are a couple of causes for this trend. First is competition and bundling practices within the market as more small players continue to join the market. Second is the migration of customers from contract plans to prepaid plans.

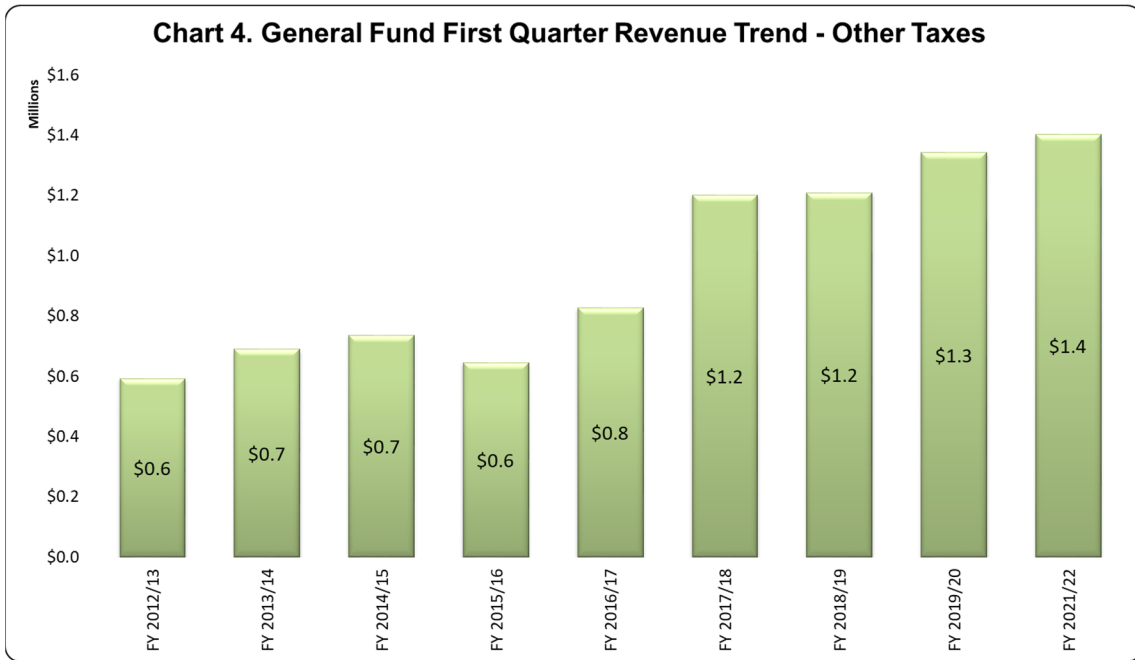
Based on historical averages of actual receipts, the City is estimated to receive 19% of the budgeted utility users tax revenue through First Quarter. The City has currently received 22% through First Quarter.



Other Taxes

Other taxes are primarily composed of Business Gross Receipts, Transient Occupancy Tax, Documentary Transfer Tax, and Franchise Fees. Collectively, other taxes were budgeted to increase 21% from the FY 2020/21 Amended Budget.

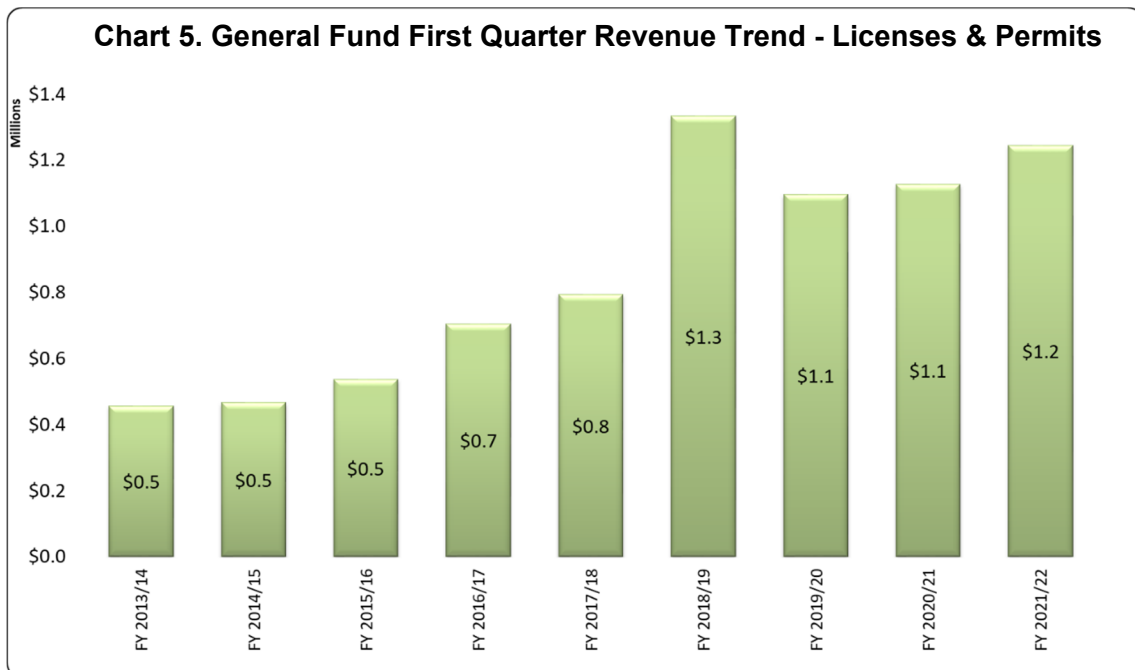
Based on historical averages of actual receipts, the City is estimated to receive 9% of the budgeted Other Taxes revenue through First Quarter. The City has currently received 11% through First Quarter.



Licenses & Permits

Licenses & Permits are primarily composed of Business and Animal Licenses, along with Building, Electrical, Mechanical, Plumbing and other permits. Collectively, Licenses & Permits were budgeted to increase by 4% from the FY 2020/21 Amended Budget. This increase reflects increases due to Commercial Cannabis Business Permits. This budget will be monitored for a possible future increase.

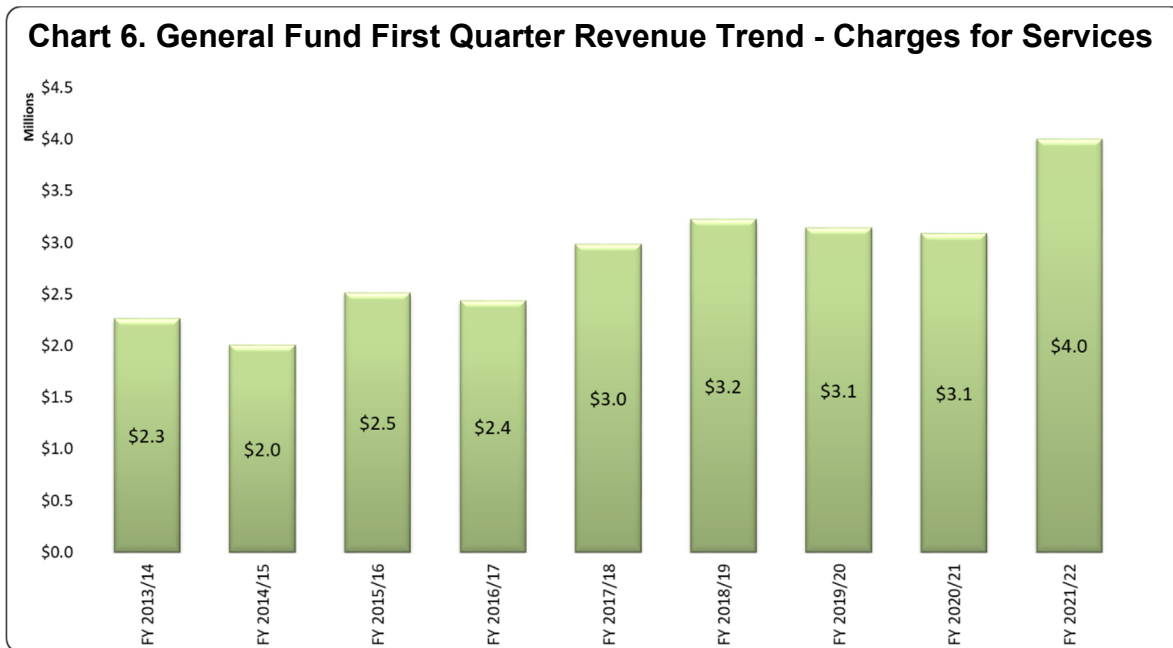
Based on historical averages of actual receipts, the City is estimated to receive 24% of the budgeted Licenses & Permits revenue through First Quarter. The City has currently received 23% through First Quarter. The collection rate is related primarily to building and business license permit activities.



Charges for Services

Charges for Services are primarily composed of Plan Check Fees, Inspection Fees, Administrative Charges to other funds, and Parking Control Fines. Collectively, Charges for Services were conservatively budgeted to increase by 8% from the FY 2020/21 Amended Budget.

Based on historical averages of actual receipts, the City is estimated to receive 24% of the budgeted Charges for Services revenue through First Quarter. The City has currently received 32% through First Quarter.



Use of Money and Property

Investment income continues to remain low due to extremely low rates of return for fixed income investments, but has increased over the last year due to actions taken by the Federal Open Market Committee (FOMC). The investments achieved a Yield to Maturity (YTM) for September 2021 of 1.38%. In addition, the City maintained funds in the State Local Agency Investment Fund Pool (LAIF) with a YTM of .21%. In the first three months, the FOMC decreased the federal funds target rate by 225 basis points to 0.0% - 0.50%. This is a very low rate of return compared to historical experience, but is indicative of how investment income is performing everywhere, which is the reason the City utilizes the active management approach.

General Fund Expenditures

Expenditures are being spent in-line with prior year expenditures. Each Department's activities will be monitored throughout the year as they may be impacted by different operational activities and project timelines.

Table 4. General Fund Expenditures

	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	Actuals as of 9/30/21 (unaudited)	% of Amended Budget
Department				
City Council	\$ 970,927	\$ 970,927	\$ 179,029	18.4%
City Clerk	1,036,287	1,036,287	124,050	12.0%
City Manager	1,593,535	1,593,535	338,148	21.2%
City Attorney	486,154	486,154	85,671	17.6%
Community Development	10,691,528	10,691,528	1,951,164	18.2%
Economic Development	2,194,910	2,194,910	385,272	17.6%
Financial & Management Services	13,524,673	13,524,673	2,146,054	15.9%
Public Works	9,008,298	9,008,298	1,862,398	20.7%
Non-Departmental	6,045,219	6,045,219	1,734,028	28.7%
Non-Public Safety Subtotal	\$ 45,551,531	\$ 45,551,531	\$ 8,805,814	19.3%
Public Safety				
Police	\$ 50,404,105	\$ 50,545,215	\$ 10,322,622	20.4%
Fire	22,607,422	22,607,422	9,443,807	41.8%
Public Safety Subtotal	\$ 73,011,527	\$ 73,152,637	\$ 19,766,428	27.0%
Total	\$ 118,563,058	\$ 118,704,168	\$ 28,572,242	

OTHER KEY FUNDS

The following summaries describe other major funds in the City.

Moreno Valley Community Services District

The Moreno Valley Community Services District (CSD) was formed by the voters in 1984 to collect fees and certain taxes to provide an array of services including parks, recreation and community services, streetlights, landscaping and ongoing maintenance. The CSD provides these services through separate “zones” that define the services that are provided.

For certain zones, the primary revenue source used to provide services to properties is parcel fees or taxes levied on properties via their annual tax bill. Proposition 218, passed by California voters in November 1996, and has posed a serious challenge to managing the future operation of the CSD zones. Prop. 218 requires any revenue increase to be addressed through a voting process by affected property owners. For a period following the initial implementation of Prop. 218, the CSD was successful in receiving approval for some new or increased revenues. There were also revenue increases due to the growth of developed parcels within the zones. However, due to cost increases that exceed any offsetting increases in the revenues over the past years, and the recent economic downturn slowing new parcel growth, property owners have been resistant to efforts to fully fund service levels.

Table 5. CSD Operations

	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	Actuals as of 9/30/21 (unaudited)	% of Amended Budget
Revenues:				
Taxes:				
Property Tax	\$ 6,066,819	\$ 6,066,819	\$ -	0.0%
Other Taxes	6,725,350	6,725,350	-	0.0%
Intergovernmental	-	-	23,683	0.0%
Charges for Services	5,616,509	5,616,509	254,603	4.5%
Use of Money & Property	956,955	1,056,955	40,868	3.9%
Fines & Forfeitures	30,000	30,000	1,202	4.0%
Miscellaneous	20,210	20,210	1,787	8.8%
Transfers In	1,627,341	1,627,341	392,652	24.1%
Total Revenues	\$ 21,043,184	\$ 21,143,184	\$ 714,795	3.4%
Expenditures:				
Library Services Fund (5010)	\$ 3,031,763	\$ 3,031,763	\$ 769,241	25.4%
Zone A Parks Fund (5011)	11,157,192	11,282,192	2,436,138	21.6%
LMD 2014-01 Residential Street Lighting Fund (5012)	1,579,938	1,579,938	228,718	14.5%
Zone C Arterial Street Lighting Fund (5110)	910,683	910,683	118,004	13.0%
Zone D Standard Landscaping Fund (5111)	2,130,836	2,130,836	209,764	9.8%
Zone E Extensive Landscaping Fund (5013)	440,374	440,374	48,395	11.0%
5014 LMD 2014-02	3,288,189	3,288,189	404,220	12.3%
Zone M Median Fund (5112)	600,719	600,719	46,863	7.8%
CFD No. 1 (5113)	1,741,052	1,741,052	322,716	18.5%
Zone S Financial & Management Svcs (5114)	82,766	82,766	10,436	12.6%
5211 Zone A Parks - Restricted Assets	47,000	47,000	-	0.0%
Total Expenditures	\$ 25,010,512	\$ 25,135,512	\$ 4,594,497	18.3%
Net Change or Adopted Use of Fund Balance	\$ (3,967,328)	\$ (3,992,328)	\$ (3,879,702)	

Community Services District Zone A – Parks & Community Services

The largest Zone within the CSD is Zone A. It accounts for the administration and maintenance of the Parks & Community Services facilities and programs. Funding sources for these services come from a combination of property taxes, fees for service and smaller amounts from other City funds.

Table 6. CSD Zone A Operations

	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	Actuals as of 9/30/21 (unaudited)	% of Amended Budget
Revenues:				
Taxes:				
Property Tax	\$ 3,294,219	\$ 3,294,219	\$ -	0.0%
Other Taxes	4,977,000	4,977,000	-	0.0%
Charges for Services	943,709	943,709	228,966	24.3%
Use of Money & Property	804,255	904,255	162,071	17.9%
Miscellaneous	20,200	20,200	205	1.0%
Total Revenues	\$ 10,039,383	\$ 10,139,383	\$ 391,242	3.9%
Expenditures:				
35010 Parks & Comm Svcs - Admin	\$ 1,181,144	\$ 1,181,144	\$ 135,454	11.5%
35210 Park Maintenance - General	3,932,946	3,932,946	950,816	24.2%
35211 Contract Park Maintenance	470,474	470,474	96,555	20.5%
35212 Park Ranger Program	372,265	372,265	63,625	17.1%
35213 Golf Course Program	483,424	483,424	114,910	23.8%
35214 Parks Projects	89,359	89,359	13,987	15.7%
35216 CFD#1	-	-	4,171	0.0%
35310 Senior Program	623,053	623,053	147,002	23.6%
35311 Community Services	342,961	342,961	61,337	17.9%
35312 Community Events	268,083	268,083	84,973	31.7%
35313 Conf & Rec Cntr	476,676	476,676	126,208	26.5%
35314 Conf & Rec Cntr - Banquet	383,233	383,233	82,915	21.6%
35315 Recreation Programs	1,203,085	1,203,085	314,792	26.2%
35317 July 4th Celebration	111,990	111,990	82,207	73.4%
35318 Sports Programs	613,175	613,175	100,621	16.4%
35319 Towngate Community Center	29,800	29,800	5,784	19.4%
35320 Amphitheater	41,805.00	166,805.00	17,755	10.6%
80003 CIP - Buildings	533,719.00	533,719.00	-	0.0%
95011 Non-Dept Zone A Parks	-	-	33,026	0.0%
Total Expenditures	\$ 11,157,192	\$ 11,282,192	\$ 2,436,138	21.6%
Net Change or Adopted Use of Fund Balance	\$ (1,117,809)	\$ (1,142,809)	\$ (2,044,896)	

Electric Utility

The Moreno Valley Utility (MVU) manages the operation, maintenance and business planning of the City's electric utility. MVU's basic purpose is to purchase and distribute electricity to customers in newly developed areas of the City. The City began serving new customers in February 2004, and now serves more than 7,276 customers. As it reaches fiscal and operational maturity, MVU will continue to be a key component of the City's economic development strategy. The City Council has established special tiered rates for electric utility customers based upon factors such as the number of jobs created.

The main revenue source for this fund is derived from charges for services. The customer base includes residential, commercial and industrial customers. The growth in customer base will continue to provide for the ability to create rate stabilization and replacement reserve funding.

Table 7. MVU Operations

	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	Actuals as of 9/30/21 (unaudited)	% of Amended Budget
Revenues:				
Taxes:				
Charges for Services	\$ 39,836,825	\$ 39,836,825	13,209,006	33.2%
Use of Money & Property	333,000	333,000	(271,431)	-81.5%
Miscellaneous	152,500	152,500	18,757	12.3%
Total Revenues	\$ 40,322,325	\$ 40,322,325	\$ 12,956,331	32.1%
Expenditures:				
45510 Electric Utility - General	\$ 28,900,142	\$ 28,900,142	\$ 8,060,382	27.9%
45511 Public Purpose Program	1,644,148	1,644,148	291,894	17.8%
45512 SCE Served Street Lights	835,000	835,000	97,324	11.7%
80005 CIP - Electric Utility	1,489,536	1,573,035	203,326	12.9%
96010 Non-Dept Electric	-	-	10,181	0.0%
96030 Non-Dept 2005 Lease Revenue Bonds	2,600,000	2,600,000	668,912	25.7%
96021 Non-Dept 2016 Tax LRB of 07 Tax	807,900	807,900	250	0.0%
96031 Non-Dept 2013 Refunding 05 LRB	13,245	13,245	27	0.2%
96032 Non-Dept 2014 Refunding 2005 LRB	119,418	119,418	27	0.0%
96040 Non-Dept 2015 Taxable LRB	441,106	441,106	250	0.1%
96050 Non-Dept 2018 Streetlight Fin	380,705	380,705	185,282	48.7%
96060 Non-Dept 2019 Taxable LRB	636,625	636,625	500	0.1%
Total Expenditures	\$ 37,867,825	\$ 37,951,324	\$ 9,518,356	25.1%
Net Change or Adopted Use of Fund Balance	\$ 2,454,500	\$ 2,371,001	\$ 3,437,975	

MVU's revenues and expenses will fluctuate annually based on energy demands.

SUMMARY

The City of Moreno Valley has experienced certain levels of growth and continued to maintain a structurally balanced Budget without the use of reserves.

The economic climate is ever changing during this pandemic due to constant changing of the opening/closing guidelines based on new waves of positive cases that are continuing to increase and the detection of new variants. For these reasons, the City must remain optimistically cautious and only increase revenues when they are actually received. Staff will continue to monitor and request quarterly revenue adjustment based on this approach. These revenue adjustments will be offset by replenishing our expenditure levels accordingly.

RESOLUTION NO. 2022-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING THE REVISED OPERATING AND CAPITAL BUDGETS FOR FISCAL YEAR 2021/22 and 2022/23

WHEREAS, the City Council approved the Operating and Capital Budgets for the City for Fiscal Year 2021/22 and 2022/23, a copy of which, as may have been amended by the City Council, is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the City Council approves amendments to the budgets throughout the fiscal year and such prior amendments are reflected within the current amended budget and further ratified as part of the adoption of the quarterly budget amendments; and

WHEREAS, the City Manager has heretofore submitted to the City Council proposed amendments to the Operating and Capital Budgets for the City for Fiscal Year 2021/22 and 2022/23, a copy of which, as may have been amended by the City Council, is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said proposed amendments to the Operating and Capital Budgets contain estimates of the services, activities and projects comprising the budget, and contains expenditure requirements and the resources available to the City; and

WHEREAS, the said proposed amendments to the Operating and Capital Budgets contain the estimates of uses of fund balance as required to stabilize the delivery of City services during periods of operational deficits; and

WHEREAS, the City Council has made such revisions to the proposed amended Operating and Capital Budgets as so desired; and

WHEREAS, the amended Operating and Capital Budgets, as herein approved, will enable the City Council to make adequate financial plans and will ensure that City officers can administer their respective functions in accordance with such plans.

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

1. The proposed amendments to the Operating and Capital Budgets, as Exhibit A to this Resolution and as on file in the Office of the City Clerk, and as may have been amended by the City Council, are hereby approved and adopted as the annual Operating and Capital Budgets of the City of Moreno Valley for Fiscal Year 2021/22 and 2022/23.

1
Resolution No. 2022-XX
Date Adopted: February 1, 2022

- 2. The Proposed Amendments to City Position Summary included within the staff report and contained in the City Position Summary attached as Attachment 6 and on file in the Office of the City Clerk, and as may have been amended by the City Council, is hereby adopted as part of the Approved City Position Summary of the City of Moreno Valley for Fiscal Year 2021/22 and 2022/23.
- 3. The amounts of proposed expenditures, which include the uses of fund balance specified in the approved budget, are hereby appropriated for the various budget programs and units for said fiscal years.
- 4. Within fifteen (15) days after the adoption of this Resolution, the City Clerk shall certify to the adoption hereof and, as so certified, cause a copy to be posted in at least three (3) public places within the City.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 1st day of February, 2022.

 Mayor of the City of Moreno Valley

ATTEST:

 City Clerk

APPROVED AS TO FORM:

 City Attorney

2
 Resolution No. 2022-XX
 Date Adopted: February 1, 2022

Attachment: City Resolution 2022-XX (5640 : FISCAL YEAR 2021/22 FIRST QUARTER BUDGET REVIEW AND APPROVAL OF THE FIRST

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. 2022-XX was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 1st day of February, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

Resolution No. 2022-XX³
Date Adopted: February 1, 2022

Attachment: City Resolution 2022-XX (5640 : FISCAL YEAR 2021/22 FIRST QUARTER BUDGET REVIEW AND APPROVAL OF THE FIRST

RESOLUTION NO. CSD 2022-XX

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING THE REVISED OPERATING AND CAPITAL BUDGETS FOR FISCAL YEAR 2021/22 and 2022/23

WHEREAS, the CSD Board approved the Operating and Capital Budgets for the City for Fiscal Year 2021/22 and 2022/23, a copy of which, as may have been amended by the CSD Board, is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the CSD Board approves amendments to the budgets throughout the fiscal year and such prior amendments are reflected within the current amended budget and further ratified as part of the adoption of the quarterly budget amendments; and

WHEREAS, the City Manager has heretofore submitted to the President and Board Members of the Moreno Valley Community Services District proposed amendments to the Operating and Capital Budgets for the District for Fiscal Year 2021/22 and 2022/23, a copy of which, as may have been amended by the District's Board of Directors, is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said proposed amendments to the Operating and Capital Budgets contain estimates of the services, activities and projects comprising the budget, and contain expenditure requirements and the resources available to the Community Services District; and

WHEREAS, the said proposed amendments to the Operating and Capital Budgets contain the estimates of uses of fund balance as required to stabilize the delivery of CSD services during periods of operational deficits; and

WHEREAS, the President and Board of Directors have made such revisions to the proposed amended Operating and Capital Budgets as so desired; and

WHEREAS, the amended Operating and Capital Budgets, as herein approved, will enable the Community Services District to make adequate financial plans and will ensure that District officers can administer their respective functions in accordance with such plans.

NOW, THEREFORE, THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1
Resolution No. CSD 2022-XX
Date Adopted: February 1, 2022

1. The proposed amendments to the Operating and Capital Budgets, as Exhibit A to this Resolution and as on file in the Office of the City Clerk, and as may have been amended by the Community Services District’s Board of Directors, is hereby approved and adopted as the annual Operating and Capital Budgets of the Moreno Valley Community Services District for the Fiscal Year 2021/22 and 2022/23.
2. The amounts of proposed expenditures, which include the uses of fund balance specified in the approved budget, are hereby appropriated for the various budget programs and units for said fiscal years.
3. Within fifteen (15) days after the adoption of this Resolution, the City Clerk shall certify to the adoption hereof and, as so certified, cause a copy to be posted in at least three (3) public places within the City.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 1st day of February, 2022.

 Mayor of the City of Moreno Valley,
 Acting in the capacity of President of the
 Moreno Valley Community Services District

ATTEST:

 City Clerk, acting in the capacity of
 Secretary of the Moreno Valley
 Community Services District

APPROVED AS TO FORM:

 City Attorney, acting in the capacity
 of General Counsel of the Moreno
 Valley Community Services District

RESOLUTION JURAT

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

I, Pat Jacquez-Nares, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2022-XX was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting held on the 1st day of February, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Board members, Vice-President and President)

SECRETARY

(SEAL)

3
Resolution No. CSD 2022-XX
Date Adopted: February 1, 2022

RESOLUTION NO. SA 2022-XX
 A RESOLUTION OF THE SUCCESSOR AGENCY TO THE
 COMMUNITY REDEVELOPMENT AGENCY OF THE CITY
 OF MORENO VALLEY, CALIFORNIA, ADOPTING THE
 REVISED OPERATING AND CAPITAL BUDGETS FOR
 FISCAL YEAR 2021/22 and 2022/23

WHEREAS, the Mayor and City Council of the City of Moreno Valley as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley approved the Operating and Capital Budgets for the City for Fiscal Year 2021/22 and 2022/23, a copy of which, as may have been amended by the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley, is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the Mayor and City Council of the City of Moreno Valley as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley approves amendments to the budgets throughout the fiscal year and such prior amendments are reflected within the current amended budget and further ratified as part of the adoption of the quarterly budget amendments; and

WHEREAS, the City Manager has heretofore submitted to the Mayor and City Council of the City Moreno Valley as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley proposed amendments to the Operating and Capital Budgets for the Agency for Fiscal Year 2021/22 and 2022/23, a copy of which, as may have been amended by the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley, is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said proposed amendments to the Operating and Capital Budgets contain estimates of the services, activities and projects comprising the budget, and contain expenditure requirements and the resources available to the Successor Agency; and

WHEREAS, the said proposed amendments to the Operating and Capital Budgets contain the estimates of uses of fund balance as required to stabilize the delivery of Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley services during periods of operational deficits; and

WHEREAS, the Mayor and City Council have made such revisions to the proposed amended Operating and Capital Budgets as so desired; and

WHEREAS, the amended Operating and Capital Budgets, as herein approved, will enable the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley to make adequate financial plans and will ensure that City officers can administer their respective functions in accordance with such plans.

1
 Resolution No. SA 2022-XX
 Date Adopted: February 1, 2022

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

1. The proposed amendments to the Operating and Capital Budgets, as Exhibit A to this Resolution and as on file in the Office of the City Clerk, and as may have been amended by the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley, is hereby approved and adopted as the annual Operating and Capital Budgets of the Moreno Valley Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley for Fiscal Year 2021/22 and 2022/23.
2. The amounts of proposed expenditures, which include the uses of fund balance specified in the approved budget, are hereby appropriated for the various budget programs and units for said fiscal years.
3. Within fifteen (15) days after the adoption of this Resolution, the City Clerk shall certify to the adoption hereof and, as so certified, cause a copy to be posted in at least three (3) public places within the City.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 1st day of February, 2022.

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. SA 2022-XX was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting held on the 1st day of February, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

SECRETARY

(SEAL)

3
Resolution No. SA 2022-XX
Date Adopted: February 1, 2022

**CITY OF MORENO VALLEY
GENERAL FUND
FY 2021/22 Proposed Amendments**

Department	Fund	Account Description	General Ledger Account	Project	Fiscal Year 2021/22 Amended Budget	Proposed Amendment	Revised Budget	Description - Proposed Adjustment
Financial & Management Services	1010	Cannabis Business Tax	1010-99-99-91010-402000		\$ 2,200,000	\$ 1,100,000	\$ 3,300,000	Based on projected revenue.
Financial & Management Services	1010	Sales Tax - General	1010-99-99-91010-402000		22,350,000	5,174,303	27,524,303	Based on projected revenue.
REVENUE TOTAL					\$ 24,550,000	\$ 6,274,303	\$ 30,824,303	
Community Development	1010	Salaries-Regular - Other	1010-20-26-20110-611199		\$ -	\$ 554,840	\$ 554,840	Increase staff in Community Enhancement program.
Financial & Management Services	1010	Professional Svcs - Audit Svcs	1010-30-36-25110-620220		-	48,945	48,945	Expected consulting services.
Financial & Management Services	1010	Transfers to GAS TAX FUND	1010-99-99-91010-902000		326,000	(326,000)	-	Elimination of transfer.
Financial & Management Services	1010	Transfers to CAPITAL PROJECTS REIMBURSEMENT	1010-99-99-91010-903008		-	23,815,617	23,815,617	ARPA program.
Fire	1010	Agency Svcs - Cnty	1010-40-45-30110-620320		20,156,500	(7,144,685)	13,011,815	ARPA program.
Fire	1010	Agency Svcs - Cnty	1010-40-45-30110-620320		20,156,500	1,000,000	21,156,500	Increase in Public Safety.
Fire	1010	Mach-Equip-New - Vehicles	1010-40-45-30110-660312		-	200,000	200,000	Increase in Public Safety.
Parks & Community Services	1010	Transfers to ZONE "A" PARKS FUND	1010-99-99-91010-905011		-	991,362	991,362	Transfer for Parks personnel.
Police	1010	Agency Svcs - Cnty	1010-60-65-40010-620320		508,210	1,400,000	1,908,210	Increase in Public Safety.
Police	1010	Mach-Equip-New - Vehicles	1010-60-67-40210-660312		-	90,000	90,000	Increase in Public Safety.
Police	1010	Agency Svcs - Cnty	1010-60-66-40110-620320		29,146,425	(16,670,932)	12,475,493	ARPA program.
Public Works	1010	Salaries-Regular - Other	1010-70-78-45311-611199		-	1,102,122	1,102,122	Increase staff in City Maintenance program.
Public Works	1010	Maint & Repair - Machine Equip	1010-70-78-45311-620930		-	175,000	175,000	Increase in City Maintenance program.
EXPENSES TOTAL					\$ 70,293,635	\$ 5,236,269	\$ 75,529,904	

**CITY OF MORENO VALLEY
NON - GENERAL FUND
FY 2021/22 Proposed Amendments**

Department	Fund	Account Description	General Ledger Account	Project	Fiscal Year 2021/22 Amended Budget	Proposed Amendment	Revised Budget	Description - Proposed Adjustment
Financial & Management Services	2000	Transfers in - from GENERAL FUND	2000-99-99-92000-801010		\$ 326,000	\$ (326,000)	\$ -	Elimination of transfer.
Financial & Management Services	3008	Transfers in - from GENERAL FUND	3008-99-99-93008-801010		-	23,815,617	23,815,617	ARPA program.
Financial & Management Services	7220	Transfers in - within cateq TECHNOLOGY REPLACEMENT RESERVE	7220-99-99-97220-827230		200,000	19,344	\$ 219,344	Expected project expense.
Parks & Community Services	5011	Transfers in - from GENERAL FUND	5011-99-99-95011-801010		-	991,362	\$ 991,362	Transfer for Parks personnel.
REVENUE TOTAL					\$ 526,000	\$ 24,500,323	\$ 25,026,323	

Department	Fund	Account Description	General Ledger Account	Project	Fiscal Year 2021/22 Amended Budget	Proposed Amendment	Revised Budget	Description - Proposed Adjustment
Financial & Management Services	2050	ISF - Purchasing - Copier Charge	2050-30-79-25722-690320		\$ 1	\$ (1)	\$ -	Updating budget to zero.
Financial & Management Services	7210	Computers - Software Utilities	7210-30-39-25413-630911		1	(1)	-	Updating budget to zero.
Financial & Management Services	7220	Professional Svcs - Other	7220-30-39-25455-620299		1	(1)	-	Updating budget to zero.
Financial & Management Services	7220	General Contingency Rsrv.	7220-30-39-25455-700236		1	(1)	-	Updating budget to zero.
Financial & Management Services	4800	Salaries-Reimbursable (In/Out)	4800-30-36-20801-611510		-	32,909	32,909	Expected reimbursable expense.
Financial & Management Services	7230	Transfers to - within cat TECHNOLOGY SERVICES ASSET FUND	7230-99-99-97230-927220		200,000	19,344	219,344	Expected project expense.
Financial & Management Services	7220	CIP Other	7220-30-39-80009-720199	809 0001 30 39	-	19,344	19,344	Expected project expense.
Parks & Community Services	5011	Salaries-Regular - Other	5011-50-57-35210-611199		-	887,787	887,787	Increase staff in Parks Maintenance program.
Parks & Community Services	5011	Salaries-Regular - Other	5011-50-57-35212-611199		-	103,575	103,575	Increase staff in Parks Ranger program.
Public Works	3008	CIP Other	3008-70-77-80001-720199	801 0096	-	23,815,617	23,815,617	Citywide Pavement Rehabilitation Program.
Public Works	2010	Maint & Repair - Bidg & Ground	2010-70-29-25804-620910		54,155	10,000	64,155	Budgeting for expected expenditures.
EXPENSES TOTAL					\$ 254,159	\$ 24,888,572	\$ 25,142,731	

Attachment: Exhibit A - Proposed Amendments (5640 : FISCAL YEAR 2021/22 FIRST QUARTER BUDGET

**CITY OF MORENO VALLEY
GENERAL FUND
FY 2022/23 Proposed Amendments**

Department	Fund	Account Description	General Ledger Account	Project	Fiscal Year 2022/23 Amended Budget	Proposed Amendment	Revised Budget	Description - Proposed Adjustment
Financial & Management Services	1010	Sales Tax - General	1010-99-99-91010-402000		\$ 22,350,000	\$ 4,722,324	\$ 27,072,324	Based on projected revenue.
REVENUE TOTAL					\$ 22,350,000	\$ 4,722,324	\$ 27,072,324	
Community Development	1010	Salaries-Regular - Other	1010-20-26-20110-611199		\$ -	\$ 554,840	\$ 554,840	Increase staff in Community Enhancement program.
Financial & Management Services	1010	Transfers to GAS TAX FUND	1010-99-99-91010-902000		326,000	(326,000)	-	Elimination of transfer.
Financial & Management Services	1010	Transfers to CAPITAL PROJECTS REIMBURSEMENT	1010-99-99-91010-903008		-	23,815,617	23,815,617	ARPA program.
Fire	1010	Agency Svcs - Cnty	1010-40-45-30110-620320		20,156,500	(7,144,685)	13,011,815	ARPA program.
Fire	1010	Agency Svcs - Cnty	1010-40-45-30110-620320		20,156,500	1,000,000	21,156,500	Increase in Public Safety.
Parks & Community Services	1010	Transfers to ZONE "A" PARKS FUND	1010-99-99-91010-905011		-	991,362	991,362	Transfer for Parks personnel.
Police	1010	Agency Svcs - Cnty	1010-60-65-40010-620320		508,210	1,400,000	1,908,210	Increase in Public Safety.
Police	1010	Agency Svcs - Cnty	1010-60-66-40110-620320		29,146,425	(16,670,932)	12,475,493	ARPA program.
Public Works	1010	Salaries-Regular - Other	1010-70-78-45311-611199		-	1,102,122	1,102,122	Increase staff in City Maintenance program.
EXPENSES TOTAL					\$ 70,293,635	\$ 4,722,324	\$ 75,015,959	

**CITY OF MORENO VALLEY
NON-GENERAL FUND
FY 2022/23 Proposed Amendments**

Department	Fund	Account Description	General Ledger Account	Project	Fiscal Year 2022/23 Amended Budget	Proposed Amendment	Revised Budget	Description - Proposed Adjustment
Financial & Management Services	2000	Transfers in - from GENERAL FUND	2000-99-99-92000-801010		\$ 326,000	\$ (326,000)	\$ -	Elimination of transfer.
Financial & Management Services	3008	Transfers in - from GENERAL FUND	3008-99-99-93008-801010		-	23,815,617	23,815,617	ARPA program.
Parks & Community Services	5011	Transfers in - from GENERAL FUND	5011-99-99-95011-801010		0	991,362	991,362	Transfer for Parks personnel.
REVENUE TOTAL					\$ 326,000	\$ 24,480,979	\$ 24,806,979	
Financial & Management Services	2050	ISF - Purchasing - Copier Charge	2050-30-79-25722-690320		\$ 1	\$ (1)	\$ -	Updating budget to zero.
Financial & Management Services	7210	Computers - Software Utilities	7210-30-39-25413-630911		1	(1)	-	Updating budget to zero.
Financial & Management Services	7220	Professional Svcs - Other	7220-30-39-25455-620299		1	(1)	-	Updating budget to zero.
Financial & Management Services	7220	General Contingency Rsrv.	7220-30-39-25455-700236		1	(1)	-	Updating budget to zero.
Financial & Management Services	4800	Salaries-Reimbursable (In/Out)	4800-30-36-20801-611510		-	30,191	30,191	Expected reimbursable expense.
Parks & Community Services	5011	Salaries-Regular - Other	5011-50-57-35210-611199		-	887,787	887,787	Increase staff in Parks Maintenance program.
Parks & Community Services	5011	Salaries-Regular - Other	5011-50-57-35212-611199		-	103,575	103,575	Increase staff in Parks Ranger program.
Public Works	3008	CIP Other	3008-70-77-80001-720199	801 0097	-	23,815,617	23,815,617	Citywide Pavement Rehabilitation Program.
Public Works	2010	Maint & Repair - Bldg & Ground	2010-70-29-25804-620910		54,155	10,000	64,155	Budgeting for expected expenditures.
EXPENSES TOTAL					\$ 54,159	\$ 24,847,166	\$ 24,901,325	

Attachment: Exhibit A - Proposed Amendments (5640 : FISCAL YEAR 2021/22 FIRST QUARTER BUDGET

City of Moreno Valley
FY 2021/22 - 2022/23
City Position Summary

Attachment: City Position Summary FY 21-22 - 22-23 (5640 : FISCAL YEAR 2021/22 FIRST QUARTER BUDGET REVIEW AND APPROVAL OF

Position Title	FY	FY	FY	FY	FY
	2020/21	2021/22	2021/22	2022/23	2022/23
	No.	Adj.	No.	Adj.	No.
Accountant I	1	-	1	-	1
Accountant II	1	-	1	-	1
Accounting Asst	3	-	3	-	3
Accounting Technician	1	-	1	-	1
Accounts Payable Supervisor	1	-	1	-	1
Administrative Asst	7	-	7	-	7
Administrative Services Dir	-	-	-	-	-
After School Prog Coordinator	-	-	-	-	-
After School Prog Specialist	-	-	-	-	-
After School Prog Supervisor	-	-	-	-	-
Animal Care Technician	5	-	5	-	5
Animal Care Technician Supervisor	1	-	1	-	1
Animal Control Officer	7	-	7	-	7
Animal Rescue Coordinator	1	-	1	-	1
Animal Services Assistant	4	-	4	-	4
Animal Services Dispatcher	1	-	1	-	1
Animal Services Division Manager	1	-	1	-	1
Animal Services Field Supervisor	1	-	1	-	1
Animal Services License Inspector	1	-	1	-	1
Animal Svcs Office Supervisor	1	-	1	-	1
Applications & DB Admin	1	-	1	-	1
Applications Analyst	1	-	1	-	1
Assistant City Attorney	-	-	-	-	-
Assistant City Clerk	-	-	-	-	-
Assistant to the City Manager	-	1	1	-	1
Assoc Environmental Engineer	-	-	-	-	-
Associate Engineer	4	(2)	2	-	2
Associate Engineer I / II	-	2	2	-	2
Associate Planner	4	-	4	-	4
Asst Buyer	-	-	-	-	-
Asst City Manager	-	-	-	-	-
Asst Crossing Guard Spvr	1	-	1	-	1
Asst Network Administrator	1	-	1	-	1
Assistant City Manager (Development Services)	1	-	1	-	1
Asst. Applications Analyst	-	-	-	-	-
Assistant City Manager (Administration)/Chief Financial Officer	1	-	1	-	1
Audio Visual Technician	-	2	2	-	2
Banquet Facility Rep	1	-	1	-	1
Budget Officer	-	-	-	-	-
Building & Neighborhood Services Div Mgr	-	-	-	-	-
Building Safety Supervisor	1	-	1	-	1
Building Division Manager / Official	-	1	1	-	1
Building Inspector I I	4	-	4	-	4
Business License Liaison	1	-	1	-	1
Bus. Support & Neigh Prog Admin	-	-	-	-	-

City of Moreno Valley
FY 2021/22 - 2022/23
City Position Summary

Position Title	FY	FY	FY	FY	FY
	2020/21	2021/22	2021/22	2022/23	2022/23
	No.	Adj.	No.	Adj.	No.
Cable TV Producer	2	(2)	-	-	-
Capital Projects Division Manager	-	-	-	-	-
Chief Financial Officer/City Treasurer	-	-	-	-	-
Child Care Asst	4	-	4	-	4
Child Care Instructor I I	4	-	4	-	4
Child Care Program Manager	1	-	1	-	1
Child Care Site Supervisor	4	-	4	-	4
City Attorney	-	-	-	-	-
City Clerk	1	-	1	-	1
City Manager	1	-	1	-	1
Code & Neigh Svcs Division Manager	1	(1)	-	-	-
Code & Neigh Svcs Official	-	-	-	-	-
Code Compliance Field Sup.	-	-	-	-	-
Code Compliance Officer I	2	(2)	-	-	-
Code Compliance Officer I I	2	(2)	-	-	-
Comm & Economic Dev Director	-	-	-	-	-
Community Dev Director	1	-	1	-	1
Community Enhancement Officer I	1	5	6	-	6
Community Enhancement Officer II	1	2	3	-	3
Community Enhancement Supervisor	-	1	1	-	1
Community Services Assistant Coordinator	4	-	4	-	4
Community Services Coordinator	4	-	4	-	4
Community Svcs Superintendent	1	-	1	-	1
Community Svcs Supervisor	4	-	4	-	4
Construction Inspector	2	-	2	-	2
Construction Inspector Supervisor	1	-	1	-	1
Crossing Guard	35	-	35	-	35
Crossing Guard Supervisor	1	-	1	-	1
Customer Service Asst	-	-	-	-	-
Dep PW Dir /Asst City Engineer	-	-	-	-	-
Deputy City Attorney I	-	-	-	-	-
Deputy City Attorney I I I	-	-	-	-	-
Deputy City Clerk	1	-	1	-	1
Deputy City Manager	1	-	1	-	1
Deputy Finance Director	1	-	1	-	1
Dep. Comm & Economic Dev Director	-	-	-	-	-
Development Svcs Coordinator	-	-	-	-	-
Economic Dev Director	1	-	1	-	1
Economic Dev Division Mgr	2	-	2	-	2
Electric Utility Chief Engineer	1	-	1	-	1
Electric Utility Division Mgr	1	-	1	-	1
Electric Utility Program Coord	1	-	1	-	1
Emerg Mgmt & Vol Svc Prog Spec	1	-	1	-	1
Emerg Mgmt & Vol Svcs Prog Mgr	1	-	1	-	1
Engineering Division Manager	1	-	1	-	1

Attachment: City Position Summary FY 21-22 - 22-23 (5640 : FISCAL YEAR 2021/22 FIRST QUARTER BUDGET REVIEW AND APPROVAL OF

City of Moreno Valley
FY 2021/22 - 2022/23
City Position Summary

Position Title	FY	FY	FY	FY	FY
	2020/21	2021/22	2021/22	2022/23	2022/23
	No.	Adj.	No.	Adj.	No.
Engineering Technician I I	1	-	1	-	1
Enterprise Systems Admin	1	-	1	-	1
Environmental Analyst	-	-	-	-	-
Equipment Operator	4	1	5	-	5
Exec Asst to Mayor / City Council	1	-	1	-	1
Exec. Assistant to the City Manager	-	-	-	-	-
Executive Asst I	7	(1)	6	-	6
Executive Asst I I	-	-	-	-	-
Facilities Maint Mechanic	1	-	1	-	1
Facilities Maint Worker	3	-	3	-	3
Facilities Maintenance Spvr	-	-	-	-	-
Financial Analyst	-	-	-	-	-
Financial Operations Div Mgr	-	-	-	-	-
Financial Resources Div Mgr	1	-	1	-	1
Fire Inspector I	-	-	-	-	-
Fire Inspector I I	-	-	-	-	-
Fire Marshall	-	-	-	-	-
Fire Safety Specialist	-	-	-	-	-
Fleet Supervisor	-	-	-	-	-
Fleet & Facilities Maintenance Supervisor	1	-	1	-	1
GIS Administrator	1	-	1	-	1
GIS/Applications Analyst	1	-	1	-	1
GIS Specialist	1	-	1	-	1
GIS Technician	-	-	-	-	-
Grants Program Manager	-	1	1	-	1
Housing Program Coordinator	-	-	-	-	-
Housing Program Specialist	-	-	-	-	-
Human Resources Analyst	1	-	1	-	1
Human Resources Director	-	-	-	-	-
Human Resources Division Manager	1	-	1	-	1
Human Resources Technician	-	-	-	-	-
Info Technology Technician	2	-	2	-	2
Landscape Development Coord	-	-	-	-	-
Landscape Irrigation Tech	-	-	-	-	-
Landscape Svcs Inspector	2	-	2	-	2
Landscape Svcs Supervisor	1	-	1	-	1
Lead Animal Care Technician	-	-	-	-	-
Lead Facilities Maint Worker	1	-	1	-	1
Lead Maintenance Worker	4	-	4	-	4
Lead Parks Maint Worker	6	-	6	-	6
Lead Traffic Sign/Marking Tech	2	-	2	-	2
Lead Vehicle / Equip Tech	1	-	1	-	1
Legal Secretary	-	-	-	-	-
Lib Serv Div Mgr	-	-	-	-	-
Librarian	-	-	-	-	-

City of Moreno Valley
FY 2021/22 - 2022/23
City Position Summary

Attachment: City Position Summary FY 21-22 - 22-23 (5640 : FISCAL YEAR 2021/22 FIRST QUARTER BUDGET REVIEW AND APPROVAL OF

Position Title	FY	FY	FY	FY	FY
	2020/21	2021/22	2021/22	2022/23	2022/23
	No.	Adj.	No.	Adj.	No.
Library Asst	-	-	-	-	-
Library Circulation Supervisor	-	-	-	-	-
Maint & Operations Div Mgr	1	-	1	-	1
Maintenance Worker I	-	-	-	-	-
Maintenance Worker II	1	-	1	-	1
Maintenance Worker I/II	17	10	27	-	27
Management Aide	7	1	8	-	8
Management Analyst	13	(3)	10	-	10
Management Asst	7	-	7	-	7
Media & Communications Division Manager	1	-	1	-	1
Media & Production Supervisor	-	-	-	-	-
Network Administrator	1	-	1	-	1
Office Asst	-	-	-	-	-
Paralegal	1	-	1	-	1
Park Ranger	3	1	4	-	4
Parking Control Officer	2	-	2	-	2
Parks & Community Services Deputy Director	1	-	1	-	1
Parks & Community Services Director	1	-	1	-	1
Parks & Community Services Division Manager	-	-	-	-	-
Parks Maintenance Division Manager	-	-	-	-	-
Parks Maint Superintendent	-	1	1	-	1
Parks Maint Supervisor	2	-	2	-	2
Parks Maint Worker	12	8	20	-	20
Parks Projects Coordinator	-	-	-	-	-
Payroll Supervisor	1	-	1	-	1
Permit Technician	5	-	5	-	5
Planning Commissioner	7	-	7	-	7
Planning Div Mgr / Official	1	-	1	-	1
Principal Accountant	1	-	1	-	1
Principial Engineer	2	-	2	-	2
Principial Engineer / City Traf Engr	1	-	1	-	1
Principal Planner	1	-	1	-	1
Public Information/Intergovernmental Relations Officer	1	-	1	-	1
Public Safety Contract Administrator	1	-	1	-	1
Purch & Facilities Div Mgr	1	-	1	-	1
PW Director / City Engineer	1	(1)	-	-	-
Recreation Program Coord	-	-	-	-	-
Recreation Program Leader	-	-	-	-	-
Recreation Supervisor	-	-	-	-	-
Recycling Specialist	1	-	1	-	1
Resource Analyst	-	-	-	-	-
Risk Division Manager	-	-	-	-	-
Security Guard	2	-	2	-	2
Spec Dist Budg & Accting Spvr	-	-	-	-	-
Spec Districts Div Mgr	1	-	1	-	1

City of Moreno Valley
FY 2021/22 - 2022/23
City Position Summary

Position Title	FY	FY	FY	FY	FY
	2020/21 No.	2021/22 Adj.	2021/22 No.	2022/23 Adj.	2022/23 No.
Special Districts Prog Mgr	-	-	-	-	-
Sr Accountant	3	-	3	-	3
Sr Administrative Asst	14	(1)	13	-	13
Sr Applications Analyst	1	-	1	-	1
Sr Citizens Center Coord	-	-	-	-	-
Sr Code Compliance Officer	1	(1)	-	-	-
Sr. Community Enhancement Officer	1	1	2	-	2
Sr Construction Inspector	2	-	2	-	2
Sr Customer Service Asst	-	-	-	-	-
Sr Deputy City Clerk	1	-	1	-	1
Sr Electrical Engineer	1	-	1	-	1
Sr Engineer, P.E.	4	-	4	-	4
Sr Engineering Technician	1	-	1	-	1
Sr Equipment Operator	1	-	1	-	1
Sr Financial Analyst	-	-	-	-	-
Sr GIS Analyst	-	-	-	-	-
Sr Graphics Designer	1	-	1	-	1
Sr Human Resources Analyst	1	-	1	-	1
Sr IT Technician	-	-	-	-	-
Sr Landscape Svcs Inspector	-	-	-	-	-
Sr Management Analyst	4	3	7	-	7
Sr Office Asst	4	(1)	3	-	3
Sr Park Ranger	-	-	-	-	-
Sr Parking Control Officer	1	-	1	-	1
Sr Parks Maint Technician	2	-	2	-	2
Sr Payroll Technician	1	-	1	-	1
Sr Permit Technician	2	-	2	-	2
Sr Planner	1	-	1	-	1
Sr Recreation Program Leader	-	-	-	-	-
Sr Telecomm Technician	1	-	1	-	1
Sr Traffic Engineer	-	-	-	-	-
Sr Traffic Signal Technician	1	-	1	-	1
Storekeeper	-	1	1	-	1
Storm Water Prog Mgr	-	-	-	-	-
Strategic Initiatives Manager	1	-	1	-	1
Street Maintenance Supervisor	2	-	2	-	2
Sustainability & Intergovernmental Prog Mgr	-	-	-	-	-
Technology Services Div Mgr	-	-	-	-	-
Telecomm Engineer / Admin	1	-	1	-	1
Telecomm Technician	1	-	1	-	1
Traffic Operations Supervisor	1	-	1	-	1
Traffic Sign / Marking Tech I	1	-	1	-	1
Traffic Sign/Marking Tech II	2	-	2	-	2
Traffic Signal Technician	2	-	2	-	2
Trans Div Mgr / City Traf Engr	-	-	-	-	-

Attachment: City Position Summary FY 21-22 - 22-23 (5640 : FISCAL YEAR 2021/22 FIRST QUARTER BUDGET REVIEW AND APPROVAL OF

City of Moreno Valley
FY 2021/22 - 2022/23
City Position Summary

Attachment: City Position Summary FY 21-22 - 22-23 (5640 : FISCAL YEAR 2021/22 FIRST QUARTER BUDGET REVIEW AND APPROVAL OF

Position Title	FY	FY	FY	FY	FY
	2020/21	2021/22	2021/22	2022/23	2022/23
	No.	Adj.	No.	Adj.	No.
Treasury Operations Div Mgr	1	-	1	-	1
Tree Trimmer	-	-	-	-	-
Vehicle / Equipment Technician	3	-	3	-	3
Total	352	25	377	-	377



**Financial & Management
Services Department**

MEMORANDUM

To: Mike Lee, City Manager
 From: Brian Mohan, Assistant City Manager/Chief Financial Officer *Bm*
 Date: November 30, 2021
 Subject: Approval of Carryover Appropriations from Fiscal Year 2020/21

Council adopted Resolution 2021-31 on May 4, 2021 giving the Chief Financial Officer and City Manager the following authority:

Certain capital projects, programs and commitments have been previously approved by the City Council for appropriation in fiscal year 2020/21 and current adoption of fiscal year 2021/22, the Chief Financial Officer shall be authorized to carryover such appropriation budgets for these items as approved by the City Manager.

For your consideration, the attached carryover exhibits are enclosed for your review. Your signature below will provide the approval to record all requested carryover adjustments.

Mike Lee
City Manager

Enclosed: Exhibit A - Carryover
 Exhibit B - CIP Carryover

Attachment: Carryover Memo & Exhibits (5640 : FISCAL YEAR 2021/22 FIRST QUARTER BUDGET REVIEW AND APPROVAL OF THE FIRST

RESOLUTION NO. 2021-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MORENO VALLEY, CALIFORNIA, ADOPTING THE
BUDGET FOR FISCAL YEARS 2021/22 – 2022/23

WHEREAS, the City Manager has heretofore submitted to the City Council a Proposed Budget for the City for Fiscal Years 2021/22 – 2022/23, a copy of which, as may have been amended by the City Council, is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said Proposed Budget contains estimates of the services, activities and projects comprising the budget, and contains expenditure requirements and the resources available to the City; and

WHEREAS, the said Proposed Budget contains the estimates of uses of fund balance as required to stabilize the delivery of City services during periods of operational deficits; and

WHEREAS, the City Council has made such revisions to the Proposed Budget as so desired; and

WHEREAS, the Proposed Budget, as herein approved, will enable the City Council to make adequate financial plans and will ensure that City officers can administer their respective functions in accordance with such plans; and

WHEREAS, the City Council approves appropriations at the fund level, the City Manager may transfer appropriations, between departments and within their respective funds, as long as those appropriations do not exceed their fund total unless approved by Council; and

WHEREAS, it is the intent to ensure that maximum efficiency and savings are realized in the procurement of the annual technology maintenance agreements, the City Manager is authorized to approve such agreements as long as budget was previously appropriated by the City Council and approved by the City Attorney; and

WHEREAS, it is the intent to ensure that maximum efficiency and savings are realized in the procurement of the annual legal services agreements, the City Manager is authorized to approve such agreements as long as budget was previously appropriated by the City Council and approved by the City Attorney; and

WHEREAS, it is the intent to ensure that maximum efficiency and savings are realized in the procurement of the Moreno Valley Utility purchase power agreements less than five years, the City Manager is authorized to approve such agreements as long as budget was previously appropriated by the City Council and approved by the City Attorney; and

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Resolution No. 2021-31
Date Adopted: May 4, 2021

WHEREAS, the City may not hire in excess of the approved number of positions as indicated by the budget detail without the approval of the City Council; and

WHEREAS, the Capital Improvement Plan (CIP) will be presented to City Council for adoption prior to June 30, 2021, the Chief Financial Officer shall be authorized to consolidate the approved CIP with the approved and adopted Budget and make minor adjustments in order to finalize the adopted budget book for the purpose of completing the Government Finance Officers Association and California Society of Municipal Finance Officers award program requirements and final public distribution; and


WHEREAS, for certain contracts, agreements and commitments which have been previously approved by the City Council for appropriation in previous fiscal years, the City Manager shall be authorized to extend the termination and expiration dates of any such the contracts, agreements and commitments as long as there is no change to the dollar amount of the original Council approval, and

WHEREAS, certain capital projects, programs and commitments have been previously approved by the City Council for appropriation in fiscal year 2020/21 and current adoption of fiscal year 2021/22, the Chief Financial Officer shall be authorized to carry over such appropriation budgets for these items as approved by the City Manager.

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

1. The Proposed Budget, as Exhibit A to this Resolution and as on file in the Office of the City Clerk is hereby approved and adopted as the Budget of the City of Moreno Valley for the Fiscal Years 2021/22 – 2022/23.
2. The amounts of proposed expenditures, which include the uses of fund balance specified in the approved budget, are hereby appropriated for the various budget programs and units for said fiscal years.
3. Pursuant to Section 53901 of the California Government Code, by not later than August 30, 2021, the City Clerk shall file a copy of this Resolution with the Auditor/Controller of the County of Riverside.
4. Within fifteen (15) days after the adoption of this Resolution, the City Clerk shall certify to the adoption hereof and, as so certified, cause a copy to be posted in at least three (3) public places within the City.

APPROVED AND ADOPTED this 4th day of May, 2021.


Victoria Baca
Mayor Pro Tem
City of Moreno Valley

ATTEST


Pat Jacquez-Nares
City Clerk

APPROVED AS TO FORM


Steve Quintanilla
Interim City Attorney

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Resolution No. 2021-31
Date Adopted: May 4, 2021

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. 2021-31 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 4th day of May, 2021 by the following vote:


AYES: Council Member Cabrera, Council Member Marquez, and Mayor Pro Tem Baca

NOES: None

ABSENT: Mayor Gutierrez

ABSTAIN: None

(Council Members, Mayor Pro Tem and Mayor)


PAT JACQUEZ-NARES, CITY CLERK
(SEAL)

Resolution No. 2021-31⁴
Date Adopted: May 4, 2021

**CITY OF MORENO VALLEY
GENERAL FUND
FY 2021/22 Proposed Carryovers**

Department	Fund	Account Description	General Ledger Account	FY 2021/22 Amended Budget	Proposed Carryover	Revised Budget	Description - Proposed Adjustment
Police	1010	Asset Forfeitures	1010-60-65-40010-480150	\$ 214,349	\$ 124,693	\$ 339,042	Asset forfeitures.
REVENUE TOTAL				\$ 214,349	\$ 124,693	\$ 339,042	

City Clerk	1010	Council - Dist 1 Discretionary	1010-10-01-10011-620111	\$ 3,000	\$ 3,000	\$ 6,000	Public Benefit
City Clerk	1010	Council - Dist 1 Discretionary-Carryover	1010-10-01-10011-620116	1,989	1,589	3,578	Public Benefit
City Clerk	1010	Council - Dist 2 Discretionary	1010-10-01-10012-620112	3,000	2,962	5,962	Public Benefit
City Clerk	1010	Council - Dist 2 Discretionary-Carryover	1010-10-01-10012-620117	3,639	2,632	6,271	Public Benefit
City Clerk	1010	Council - Dist 3 Discretionary	1010-10-01-10013-620113	3,000	2,889	5,889	Public Benefit
City Clerk	1010	Council - Dist 3 Discretionary-Carryover	1010-10-01-10013-620118	2,578	2,078	4,656	Public Benefit
City Clerk	1010	Council - Dist 4 Discretionary	1010-10-01-10014-620114	3,000	2,763	5,763	Public Benefit
City Clerk	1010	Council - Mayor Discretionary	1010-10-01-10015-620130	6,000	6,000	12,000	Public Benefit
City Clerk	1010	Council - Mayor Discretionary-Carryover	1010-10-01-10015-620131	2,575	2,575	5,150	Public Benefit
Financial & Management Services	1010	Professional Svcs - Audit Svcs	1010-30-36-25110-620220	-	31,055	31,055	Auditing services.
Financial & Management Services	1010	Professional Svcs - Other	1010-30-36-25110-620299	35,000	20,745	55,745	Continued professional services.
Financial & Management Services	1010	Professional Svcs - Other	1010-30-39-25410-620299	69,000	64,776	133,776	For ongoing projects.
Financial & Management Services	1010	Software Maint/Support/License	1010-30-39-25410-625010	499,485	11,229	510,714	Software and maintenance
Financial & Management Services	1010	Software Subscriptions	1010-30-39-25410-625012	783,819	352,141	1,135,960	Licenses
Financial & Management Services	1010	Communications	1010-30-39-25411-620410	93,374	56,177	149,551	Internet service providers expense.
Financial & Management Services	1010	Communications	1010-30-39-25412-620410	41,951	54,611	96,562	Internet service providers expense.
Financial & Management Services	1010	Contractual Svcs - Other	1010-30-39-25412-625099	19,788	2,640	22,428	Phone system support.
Financial & Management Services	1010	Professional Svcs - Other	1010-30-39-25413-620299	36,500	20,336	56,836	GIS data conversion.
Financial & Management Services	1010	Software Maint/Support/License	1010-30-39-25413-625010	57,410	12,000	69,410	GIS Laserfiche project.
Fire	1010	Mach-Equip-New - Furn & Equip	1010-40-45-30110-660310	25,000	15,000	40,000	Carryover for approved equipment.
Police	1010	Training & Travel	1010-60-67-40210-620510	14,200	1,500	15,700	Carryover for expected expenses.
Police	1010	Oper Mtrls - Tools	1010-60-67-40210-630320	700	15,000	15,700	Equipment expense.
Police	1010	Mach-Equip-New - Vehicles	1010-60-67-40210-660312	-	73,239	73,239	Approved vehicle purchase.
Public Works	1010	Mach-Equip-Repl - Vehicles	1010-70-78-45370-660322	-	400,000	400,000	Equipment purchases.
EXPENSES TOTAL				\$ 1,705,008	\$ 1,156,937	\$ 2,861,945	

Attachment: Carryover Memo & Exhibits (5640 : FISCAL YEAR 2021/22 FIRST QUARTER BUDGET

**CITY OF MORENO VALLEY
NON-GENERAL FUND
FY 2021/22 Proposed Carryovers**

Department	Fund	Account Description	General Ledger Account	FY 2021/22 Amended Budget	Proposed Carryover	Revised Budget	Description - Proposed Adjustment
Community Development	2300	State Grant-Operating Revenue	2300-20-27-72203-486000	-	404,830	404,830	Continued grant funding/projects.
Community Development	2300	State Grant-Operating Revenue	2300-20-27-72205-486000	-	467,489	467,489	Continued grant funding/projects.
Community Development	2300	State Grant-Operating Revenue	2300-20-38-73312-486000	-	13,121	13,121	Continued grant funding/projects.
Community Development	2715	Fed Grant-Operating Revenue	2715-20-26-72115-485000	-	99,790	99,790	Continued grant funding/projects.
Financial & Management Services	2300	Fed Grant-Operating Revenue	2300-30-36-72204-485000	-	4,234,186	4,234,186	Multi-year grant program.
Financial & Management Services	2506	Fed Grant-Operating Revenue	2506-99-99-92506-485000	600,000	544,769	1,144,769	Multi-year grant program.
Financial & Management Services	2507	Fed Grant-Operating Revenue	2507-30-36-72701-485000	250,000	1,946,476	2,196,476	Multi-year grant program.
Financial & Management Services	2512	Fed Grant-Operating Revenue	2512-30-36-72613-485000	-	226,000	226,000	Multi-year grant program.
Fire	2014	Emergency Svc Agncy Fines (Co)	2014-40-45-30150-480120	80,000	80,000	160,000	Carryover for expected revenue.
Fire	2503	Fed Grant-Operating Revenue	2503-40-47-74105-485000	-	8,416	8,416	EMPG grant.
Fire	2503	Fed Grant-Operating Revenue	2503-40-47-74106-485000	-	2,815	2,815	EMPG grant.
Parks & Community Services	2202	State Grant-Operating Revenue	2202-50-92-75312-486000	6,125,792	15,122	6,140,914	ASES grant program.
Parks & Community Services	2300	Fed Grant-Operating Revenue	2300-50-92-72206-485000	-	63,393	63,393	Childcare grant program.
REVENUE TOTAL				\$ 7,055,792	\$ 8,106,407	\$ 15,162,199	

Community Development	2300	Professional Svcs - Other	2300-20-27-72203-620299	\$ -	\$ 404,830.0	\$ 404,830.0	Ongoing professional services.
Community Development	2300	Professional Svcs - Other	2300-20-27-72205-620299	-	467,489	467,489	Ongoing professional services.
Community Development	2300	Professional Svcs - Veterinary Svcs	2300-20-38-73312-620250	-	13,121	13,121	Ongoing veterinary services.
Community Development	2300	Professional Svcs - Veterinary Svcs	2300-20-38-73313-620250	-	24,220	24,220	Ongoing veterinary services.
Community Development	2300	Maint & Repair - Bldg & Ground	2300-20-38-73313-620910	-	2,918	2,918	Petco grant.
Community Development	2300	Oper Suppl - Laboratory	2300-20-38-73313-630212	-	5,000	5,000	Petco grant.
Community Development	2300	Oper Mtrls - Other	2300-20-38-73313-630399	-	2,500	2,500	Petco grant.
Community Development	2715	Salaries-Temporary	2715-20-26-72115-611310	-	99,790	99,790	JAG grant funding.
Community Development	2018	Contractual Svcs - Other	2018-99-99-92018-625099	-	437,065	437,065	General Plan Update.
Financial & Management Services	2006	Professional Svcs - Legal Svcs	2006-30-79-25701-620230	10,000	36,939	46,939	Ongoing legal services.

Attachment: Carryover Memo & Exhibits (5640 : FISCAL YEAR 2021/22 FIRST QUARTER BUDGET

**CITY OF MORENO VALLEY
NON-GENERAL FUND
FY 2021/22 Proposed Carryovers**

Department	Fund	Account Description	General Ledger Account	FY 2021/22 Amended Budget	Proposed Carryover	Revised Budget	Description - Proposed Adjustment
Financial & Management Services	2006	Professional Svcs - Other	2006-30-79-25701-620299	11,500	35,124	46,624	Consultant services for CFD.
Financial & Management Services	5012	Professional Svcs - Other	5012-30-79-25703-620299	3,250	1,109	4,359	Consultant Services for Assessment Engineer's Report.
Financial & Management Services	5014	Professional Svcs - Other	5014-30-79-25721-620299	7,300	2,098	9,398	Consultant Services for Assessment Engineer's Report.
Financial & Management Services	2300	Professional Svcs - Other	2300-30-21-72507-620299	-	12,000	12,000	Continued Human Resource services and training.
Financial & Management Services	2300	Training & Travel	2300-30-21-72507-620510	2,000	4,000	6,000	Continued Human Resource services and training.
Financial & Management Services	2300	Oper Suppl - Office	2300-30-21-72507-630210	500	500	1,000	Continued Human Resource services and training.
Financial & Management Services	2300	Oper Mtrls - Program Awards	2300-30-21-72507-630344	4,500	8,500	13,000	Continued Human Resource services and training.
Financial & Management Services	2300	Professional Svcs - Other	2300-30-36-72204-620299	-	55,550	55,550	Multi-year ERAP grant.
Financial & Management Services	2300	Housing Programs	2300-30-36-72204-732101	-	2,265,000	2,265,000	Multi-year ERAP grant.
Financial & Management Services	2506	Professional Svcs - Other	2506-30-36-72657-620299	75,000	31,797	106,797	Administrative - multi year
Financial & Management Services	2506	HOME Programs	2506-30-36-72657-733102	505,000	532,972	1,037,972	HOME projects.
Financial & Management Services	2507	NSP Programs	2507-30-36-72701-733201	250,000	1,946,476	2,196,476	NSA programs.
Financial & Management Services	2512	CDBG Public Services	2512-30-36-72611-730102	275,000	30,000	305,000	Salvation Army - multi-year
Financial & Management Services	2512	Rehabilitation	2512-30-36-72611-730104	110,000	58,177	168,177	Rabilitation programs.
Financial & Management Services	2512	Professional Svcs - Other	2512-30-36-72612-620299	150,000	156,023	306,023	Professioan services.
Financial & Management Services	2512	CDBG Public Services	2512-30-36-72612-730102	32,000	148,692	180,692	Public services.
Financial & Management Services	2512	CDBG Public Services	2512-30-36-72613-730102	-	226,000	226,000	Public services.
Financial & Management Services	2512	Computers - Misc Components	2512-30-39-72612-630910	30,000	320,000	350,000	WIFI project.
Financial & Management Services	2300	Professional Svcs - Other	2300-20-27-72203-620299	-	16,791	16,791	ACP support and ePermit implementation.
Financial & Management Services	7210	Professional Svcs - Other	7210-30-39-25452-620299	-	154,496	154,496	Ongoing projects.
Financial & Management Services	7220	Professional Svcs - Other	7220-30-39-25455-620299	1	175,601	175,602	Ongoing projects.
Fire	2014	Mach-Equip-Repl - Furn & Equip	2014-40-45-30150-660320	-	172,019	172,019	Carryover for approved equipment.
Fire	2503	Software Maint/Support/License	2503-40-47-74105-625010	-	27,084	27,084	Software expense.
Public Works	2001	Oper Mtrls - Improvements	2001-70-76-45122-630332	169,058	19,271	188,329	Sign equipment.
Parks & Community Services	2202	Salaries-Regular	2202-50-92-75312-611110	108,953	4,968	113,921	ASES grant program.
Parks & Community Services	2202	Communications	2202-50-92-75312-620410	240	94	334	ASES grant program.
Parks & Community Services	2202	Training & Travel	2202-50-92-75312-620510	2,800	2,650	5,450	ASES grant program.
Parks & Community Services	2202	Technical Svcs - Janitorial	2202-50-92-75312-620710	6,000	5,160	11,160	ASES grant program.
Parks & Community Services	2202	Maint & Repair - Bldg & Ground	2202-50-92-75312-620910	500	390	890	ASES grant program.
Parks & Community Services	2202	Postage - Overnight	2202-50-92-75312-630120	25	25	50	ASES grant program.
Parks & Community Services	2202	Oper Suppl - Office	2202-50-92-75312-630210	685	583	1,268	ASES grant program.
Parks & Community Services	2202	Oper Mtrls - Bldg-Plumb and Elec	2202-50-92-75312-630318	500	250	750	ASES grant program.
Parks & Community Services	2202	Oper Mtrls - Furn & Equip	2202-50-92-75312-630330	2,000	1,000	3,000	ASES grant program.
Parks & Community Services	3912	Oper Mtrls - Recreation	3912-50-58-35318-630312	6,142	6,142	12,284	Materials and equipment.
Parks & Community Services	5011	Maint & Repair - Bldg & Ground	5011-50-57-35210-620910	70,000	25,000	95,000	Electrical maintenance.
Parks & Community Services	5011	Oper Mtrls - Bldg-Plumb and Elec	5011-50-57-35210-630318	20,000	25,000	45,000	Electrical materials.

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**CITY OF MORENO VALLEY
NON-GENERAL FUND
FY 2021/22 Proposed Carryovers**

Department	Fund	Account Description	General Ledger Account	FY 2021/22 Amended Budget	Proposed Carryover	Revised Budget	Description - Proposed Adjustment
Public Works	6010	Professional Svcs - Legal Svcs	6010-70-80-45510-620230	155,000	85,000	240,000	Various ongoing services.
Public Works	6010	Maint & Repair - Bldg & Ground	6010-70-80-45510-620910	30,108	13,000	43,108	Equipment purchase.
Public Works	6010	Contractual Svcs - Other	6010-70-80-45510-625099	365,650	39,000	404,650	Various ongoing services.
Public Works	6010	Oper Mtrls - Improvements	6010-70-80-45510-630332	33,600	29,000	62,600	Various ongoing services.
Public Works	6010	Purchased Power	6010-70-80-45510-710110	14,100,000	500,000	14,600,000	Management of transmission grid.
Public Works	6010	Special Charges	6010-70-80-45510-710120	111,650	50,000	161,650	Various ongoing developer projects.
Public Works	6010	Emergency Outage Response	6010-70-80-45510-710134	250,000	164,000	414,000	Repair and replacement of equipment.
Public Works	6010	Resource Adequacy	6010-70-80-45510-710146	1,500,000	282,000	1,782,000	Resource adequacy expense.
Public Works	6010	Renewable Energy	6010-70-80-45510-710148	1,500,000	328,000	1,828,000	Renewable energy expense.
Public Works	6010	Maint & Repair - Streetlights	6010-70-80-45512-620950	235,000	30,000	265,000	Streetlight repair.
Public Works	6011	Improvements Other than Bldg	6011-70-80-45510-660610	500,000	200,625	700,625	Various ongoing developer projects.
Public Works	6012	Professional Svcs - Other	6012-70-80-45511-620299	50,000	6,000	56,000	Various ongoing services.
Public Works	6012	Demand Response	6012-70-80-45511-710142	100,000	42,000	142,000	Ongoing demand response expense.
Public Works	6012	Energy Efficiency	6012-70-80-45511-710144	800,000	28,000	828,000	Ongoing energy efficiency expense.
Public Works	6012	Research Design & Development	6012-70-80-45511-710150	100,000	6,000	106,000	Various ongoing services.
EXPENSES TOTAL				\$ 21,683,962	\$ 9,767,039	\$ 31,451,001	

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CITY OF MORENO VALLEY
General Fund
FY 2021/22 Proposed Capital Improvement Plan (CIP) Carryovers

Department	Fund	Account Description	General Ledger Account	Project Number	Fiscal Year (FY) 2021/22 Amended Budget	Proposed Carryover	Revised Budget	Project
Public Works	1010	CIP Other	1010-70-77-80001-720199	801 0064	\$ -	\$ 5,187	\$ 5,187	SR-60/ Redlands Boulevard Interchange
Public Works	1010	CIP Other	1010-70-76-80008-720199	808 0019	-	603	603	Road Safety Audit on Ironwood Avenue
EXPENSE TOTAL					\$ -	\$ 5,790	\$ 5,790	

CITY OF MORENO VALLEY
Non-General Fund
FY 2021/22 Proposed Capital Improvement Plan (CIP) Carryovers

Department	Fund	Account Description	General Ledger Account	Project Number	Fiscal Year (FY) 2021/22 Amended Budget	Proposed Carryover	Revised Budget	Project
Non-Department	3003	Reimbursements - Other Govts	3003-99-99-93003-483010	801 0010 70 77	\$ -	\$ 893,905	\$ 893,905	Heacock St. South Extension
Non-Department	2300	Fed Reimb-Capital	2300-99-99-92300-482020	801 0021 70 77	-	1,868,262	\$ 1,868,262	SR-60/Moreno Beach IC Phase 2
Non-Department	2301	State Grant-Capital Revenue	2301-99-99-92301-486010	801 0021 70 77	-	16,772,055	\$ 16,772,055	SR-60/Moreno Beach IC Phase 2
Non-Department	3002	Reimbursement Agreement	3002-99-99-93002-500600	801 0021 70 77	1,800,000	2,560,110	\$ 4,360,110	SR-60/Moreno Beach IC Phase 2
Non-Department	3003	Reimbursements - Other Govts	3003-99-99-93003-483010	801 0021 70 77	-	10,988,021	\$ 10,988,021	SR-60/Moreno Beach IC Phase 2
Non-Department	3003	Reimbursements - Other Govts	3003-99-99-93003-483010	801 0064	-	3,500,000	\$ 3,500,000	SR-60/ Redlands Boulevard Interchange
Non-Department	2301	Fed Reimb-Capital	2301-99-99-92301-482020	801 0073	-	1,095,165	\$ 1,095,165	Juan Bautista de Anza Multi-Use Trail - ATP 2
Non-Department	2800	County Article 3	2800-99-99-92800-487100	801 0076	-	520,000	\$ 520,000	Heacock St Pedestrian and Bicycle Enhancements/ Gregory Lane
Non-Department	2301	State Grant-Capital Revenue	2301-99-99-92301-486010	801 0077	-	1,865,438	\$ 1,865,438	Juan Bautista de Anza Multi-Use Trail - ATP 3
Non-Department	2301	Fed Reimb-Capital	2301-99-99-92301-482020	801 0086	-	8,090,099	\$ 8,090,099	Juan Bautista de Anza Multi-Use Trail - ATP 4
Non-Department	2512	Fed Grant-Operating Revenue	2512-99-99-92512-485000	801 0088	3,313,800	1,423,918	\$ 4,737,718	Pavement Rehabilitation for Various Streets (CDBG FY 20/21)
Non-Department	2301	Fed Reimb-Capital	2301-99-99-92301-482020	804 0008	-	40,333	\$ 40,333	Sunnymead Master Drainage Plan - Storm Drain Lines F and F-7
Non-Department	3002	Reimbursement Agreement	3002-99-99-93002-500600	804 0014	1,800,000	368,919	\$ 2,168,919	Sunnymead - Flaming Arrow Drive Storm Drain
Non-Department	3002	Reimbursement Agreement	3002-99-99-93002-500600	804 0015	1,800,000	1,930,000	\$ 3,730,000	Sunnymead MDP Line B-16A
Non-Department	3002	Reimbursement Agreement	3002-99-99-93002-500600	804 0017	1,800,000	2,000,000	\$ 3,800,000	Moreno MDP Line F-18 and F-19
Parks & Community Services	2300	State Grant-Capital Revenue	2300-50-57-80007-486010	807 0049	177,952	177,952	\$ 355,904	Demonstration Garden
Parks & Community Services	2300	Other Grant-Operating Revenue	2300-50-57-80007-489000	807 0049	25,000	25,000	\$ 50,000	Demonstration Garden
Non-Department	2301	Fed Reimb-Capital	2301-99-99-92301-482020	808 0018	-	1,884,858	\$ 1,884,858	Advanced Dilemma Zone Detection at Certain Intersections
Non-Department	2301	Fed Reimb-Capital	2301-99-99-92301-482020	808 0019	-	287,167	\$ 287,167	Road Safety Audit on Ironwood Avenue
Non-Department	2301	Fed Reimb-Capital	2301-99-99-92301-482020	808 0020	-	114,679	\$ 114,679	Road Safety Audit on Kitching Street
Non-Department	2301	Fed Reimb-Capital	2301-99-99-92301-482020	808 0026	-	133,511	\$ 133,511	South Lasselle Street Safety Corridor
Non-Department	2301	Fed Reimb-Capital	2301-99-99-92301-482020	808 0028	-	151,389	\$ 151,389	Upgrade Existing Marked Crosswalks on Arterials
REVENUE TOTAL					\$ 10,716,752	\$ 56,690,781	\$ 67,407,533	

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CITY OF MORENO VALLEY
Non-General Fund
FY 2021/22 Proposed Capital Improvement Plan (CIP) Carryovers

Department	Fund	Account Description	General Ledger Account	Project Number	Fiscal Year (FY) 2021/22 Amended Budget	Proposed Carryover	Revised Budget	Project
Public Works	2000	CIP Other	2000-70-77-80001-720199	801 0008 70 77	\$ 3,925,000	\$ 764,600	\$ 4,689,600	Annual ADA Compliant Access Upgrades
Public Works	3003	CIP Other	3003-70-77-80001-720199	801 0010 70 77	-	893,905	893,905	Heacock St. South Extension
Public Works	2000	CIP Other	2000-70-76-80001-720199	801 0015 70 76	50,000	150,711	200,711	Residential Traffic Mgmt Prgrm (Speed Humps)
Public Works	2001	CIP Other	2001-70-78-80001-720199	801 0017 70 78	60,000	34,464	94,464	Annual Pavement Maintenance - Crack Seal
Public Works	2300	CIP Other	2300-70-77-80001-720199	801 0021 70 77	-	1,868,262	1,868,262	SR-60/Moreno Beach IC Phase 2
Public Works	2301	CIP Other	2301-70-77-80001-720199	801 0021 70 77	-	16,772,055	16,772,055	SR-60/Moreno Beach IC Phase 2
Public Works	3002	CIP Other	3002-70-77-80001-720199	801 0021 70 77	-	2,557,864	2,557,864	SR-60/Moreno Beach IC Phase 2
Public Works	3003	CIP Other	3003-70-77-80001-720199	801 0021 70 77	-	10,988,021	10,988,021	SR-60/Moreno Beach IC Phase 2
Public Works	3311	CIP Other	3311-70-77-80001-720199	801 0021 70 77	-	1,292,431	1,292,431	SR-60/Moreno Beach IC Phase 2
Public Works	3003	CIP Other	3003-70-77-80001-720199	801 0064	-	3,499,690	3,499,690	SR-60/ Redlands Boulevard Interchange
Public Works	2301	CIP Other	2301-70-77-80001-720199	801 0073	-	1,089,333	1,089,333	Juan Bautista de Anza Multi-Use Trail - ATP 2
Public Works	3004	CIP Other	3004-70-76-80001-720199	801 0073	100,000	4,873	104,873	Juan Bautista de Anza Multi-Use Trail - ATP 2
Parks & Community Services	3016	CIP Other	3016-50-57-80001-720199	801 0073	-	2,551	2,551	Juan Bautista de Anza Multi-Use Trail - ATP 2
Public Works	2800	CIP Other	2800-70-77-80001-720199	801 0076	-	507,170	507,170	Heacock St Pedestrian and Bicycle Enhancements/ Gregory Lane
Public Works	3301	CIP Other	3301-70-77-80001-720199	801 0076	-	25,257	25,257	Heacock St Pedestrian and Bicycle Enhancements/ Gregory Lane
Public Works	2301	CIP Other	2301-70-77-80001-720199	801 0077	-	1,823,309	1,823,309	Juan Bautista de Anza Multi-Use Trail - ATP 3
Public Works	3015	CIP Other	3015-50-57-80001-720199	801 0077	-	271,350	271,350	Juan Bautista de Anza Multi-Use Trail - ATP 3
Public Works	3008	CIP Other	3008-70-77-80001-720199	801 0085	-	576,052	576,052	Citywide Pavement Rehabilitation Program FY19/20
Public Works	2301	CIP Other	2301-70-77-80001-720199	801 0086	-	8,090,099	8,090,099	Juan Bautista de Anza Multi-Use Trail - ATP 4
Public Works	2000A	CIP Other	2000-70-77-80001-720199	801 0087	3,925,000	3,631,469	7,556,469	Citywide Pavement Rehabilitation Program FY20/21
Public Works	2512	CIP Other	2512-70-77-80001-720199	801 0088	-	1,423,918	1,423,918	Pavement Rehabilitation for Various Streets (CDBG FY 20/21)
Public Works	3008	CIP Other	3008-70-77-80001-720199	801 0088	-	112,044	112,044	Pavement Rehabilitation for Various Streets (CDBG FY 20/21)
Public Works	2000	CIP Other	2000-70-77-80002-720199	802 0002 70 77	10,000	28,761	38,761	Bridge Inspection Program
Public Works	3008	CIP Other	3008-70-77-80002-720199	802 0003 70 77	-	1,678	1,678	SR-60/Nason Overcrossing Bridge
Public Works	3311	CIP Other	3311-70-77-80002-720199	802 0003 70 77	-	30,000	30,000	SR-60/Nason Overcrossing Bridge
Public Works	3301	CIP Other	3301-70-77-80002-720199	802 0004	-	832,112	832,112	Indian Street/Cardinal Avenue Bridge (Over Lateral A)
Public Works	2000	CIP Other	2000-70-77-80002-720199	802 0006	10,000	135,256	145,256	Bridge Preventative Maintenance Program - Implementation Phase
Financial & Management Services	7220	CIP Other	7220-30-39-80003-720199	803 0011 30 39	-	19,735	19,735	Box Springs Communications Site
Parks & Community Services	3016	CIP Other	3016-50-57-80003-720199	803 0030	200,000	140,925	340,925	Park Restroom Renovations at Various Sites
Parks & Community Services	3016	CIP Other	3016-50-57-80003-720199	803 0031	200,000	16,668	216,668	Towngate Community Center Renovation
Parks & Community Services	5113	CIP Other	5113-50-57-80003-720199	803 0031	-	60,000	60,000	Towngate Community Center Renovation
Parks & Community Services	3000	CIP Other	3000-50-57-80003-720199	803 0037	200,000	792,601	992,601	Civic Center Amphitheater and Park
Public Works	3000	CIP Other	3000-70-40-80003-720199	803 0042	2,449,986	485,431	2,935,417	Corporate Yard Building/ Fleet Shop Remodel
Public Works	3000	CIP Other	3000-70-29-80003-720199	803 0043	25,000	186,494	211,494	Corporate Yard Master Plan Improvements
Parks & Community Services	3000	CIP Other	3000-50-57-80003-720199	803 0044	200,000	218,640	418,640	Electronic Marquee Sign
Financial & Management Services	3000	CIP Other	3000-50-56-80003-720199	803 0045	-	93,304	93,304	Moreno Valley Library at Iris Plaza
Fire	3005	CIP Other	3005-40-45-80003-720199	803 0049	-	435,000	435,000	Infill Fire Station Land Acquisition
Public Works	2001	CIP Other	2001-70-77-80004-720199	804 0007 70 77	-	27,724	27,724	Moreno MDP Line K-1, K-4 Stg 3
Public Works	2001	CIP Other	2001-70-77-80004-720199	804 0008	-	16,307	16,307	Sunnymead Master Drainage Plan - Storm Drain Lines F and F-7
Public Works	2301	CIP Other	2301-70-77-80004-720199	804 0008	-	44,820	44,820	Sunnymead Master Drainage Plan - Storm Drain Lines F and F-7
Public Works	2001	CIP Other	2001-70-77-80004-720199	804 0014	-	117,101	117,101	Sunnymead - Flaming Arrow Drive Storm Drain
Public Works	3002	CIP Other	3002-70-77-80004-720199	804 0014	1,800,000	132,148	1,932,148	Sunnymead - Flaming Arrow Drive Storm Drain
Public Works	3002	CIP Other	3002-70-77-80004-720199	804 0015	1,800,000	1,843,388	3,643,388	Sunnymead MDP Line B-16A
Public Works	2001	CIP Other	2001-70-77-80004-720199	804 0017	-	139,382	139,382	Moreno MDP Line F-18 and F-19
Public Works	3002	CIP Other	3002-70-77-80004-720199	804 0017	1,800,000	1,924,603	3,724,603	Moreno MDP Line F-18 and F-19
Public Works	2008	CIP Other	2008-70-29-80004-720199	804 0018	80,000	127,584	207,584	Citywide Full Trash Capture Device Installation
Public Works	6011	CIP Other	6011-70-80-80005-720199	805 0044	1,573,035	215,980	1,789,015	Alessandro Crosstown Tie
Public Works	6011	CIP Other	6011-70-80-80005-720199	805 0045	1,573,035	1,956,330	3,529,365	Mobile Advanced Metering Infrastructure (AMI) System
Public Works	6011	CIP Other	6011-70-80-80005-720199	805 0046	1,573,035	2,498,862	4,071,897	Electrical System Automation
Public Works	6011	CIP Other	6011-70-80-80005-720199	805 0049	1,573,035	429,107	2,002,142	Day Street Line Extension
Public Works	6011	CIP Other	6011-70-80-80005-720199	805 0054	1,573,035	402,532	1,975,567	City Hall Annex Solar Carports
Public Works	6011	CIP Other	6011-70-80-80005-720199	805 0055	1,573,035	435,711	2,008,746	Eucalyptus Avenue Line Extension
Public Works	6011	CIP Other	6011-70-80-80005-720199	805 0056	1,573,035	489,365	2,062,400	Moreno Beach Bridge Conduit Project
Public Works	6011	CIP Other	6011-70-80-80005-720199	805 0057	1,573,035	216,119	1,789,154	Electrical Switch 61 Reconfiguration

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CITY OF MORENO VALLEY
Non-General Fund
FY 2021/22 Proposed Capital Improvement Plan (CIP) Carryovers

Department	Fund	Account Description	General Ledger Account	Project Number	Fiscal Year (FY) 2021/22 Amended Budget	Proposed Carryover	Revised Budget	Project
Parks & Community Services	3016	CIP Other	3016-50-57-80007-720199	807 0004 50 57	250,000	134,437	384,437	Replacement Playground Equipment
Parks & Community Services	3016	CIP Other	3016-50-57-80007-720199	807 0005 50 57	250,000	414,201	664,201	Annual ADA Park Improvements
Parks & Community Services	3015	CIP Other	3015-50-57-80007-720199	807 0031 50 57	2,125,000	160,180	2,285,180	Rancho Verde Park
Parks & Community Services	3016	CIP Other	3016-50-57-80007-720199	807 0045	250,000	262,490	512,490	Cottonwood Golf Center Irrigation Improvements
Parks & Community Services	3006	CIP Other	3006-50-57-80007-720199	807 0047	250,000	235,587	485,587	Moreno Valley Community Park Soccer Field Improvements
Parks & Community Services	2300	CIP Other	2300-50-57-80007-720199	807 0049	-	202,952	202,952	Demonstration Garden
Parks & Community Services	3015	CIP Other	3015-50-57-80007-720199	807 0049	2,125,000	276,864	2,401,864	Demonstration Garden
Parks & Community Services	5113	CIP Other	5113-50-57-80007-720199	807 0052	80,000	26,510	106,510	Drinking Fountain Replacements at Various Parks
Parks & Community Services	5113	CIP Other	5113-50-57-80007-720199	807 0053	80,000	113,562	193,562	LED Lighting Improvements at Various Parks
Parks & Community Services	3015	CIP Other	3015-50-57-80007-720199	807 0054	2,125,000	139,420	2,264,420	Moreno Valley Bark Park
Public Works	2005	CIP Other	2005-70-76-80008-720199	808 0004 70 76	20,000	16,328	36,328	Traffic Signal Coordination Program
Public Works	2001	CIP Other	2001-70-76-80008-720199	808 0013 70 76	80,000	17,214	97,214	Traffic Signal Equipment Upgrades
Public Works	2301	CIP Other	2301-70-76-80008-720199	808 0018	-	1,856,985	1,856,985	Advanced Dilemma Zone Detection at Certain Intersections
Public Works	2301	CIP Other	2301-70-76-80008-720199	808 0019	-	287,124	287,124	Road Safety Audit on Ironwood Avenue
Public Works	2301	CIP Other	2301-70-76-80008-720199	808 0020	-	114,666	114,666	Road Safety Audit on Kitching Street
Public Works	3302	CIP Other	3302-70-76-80008-720199	808 0025	-	234,276	234,276	Moreno Valley Ranch ITS
Public Works	2301	CIP Other	2301-70-76-80008-720199	808 0026	-	118,320	118,320	South Lasselle Street Safety Corridor
Public Works	2301	CIP Other	2301-70-76-80008-720199	808 0028	-	140,866	140,866	Upgrade Existing Marked Crosswalks on Arterials
Public Works	3302	CIP Other	3302-70-76-80008-720199	808 0030	-	130,068	130,068	Pigeon Pass Road ITS
Financial & Management Services	7220	CIP Other	7220-30-39-80009-720199	809 0001 30 39	-	280,621	280,621	Citywide Fiber Optic Comm Exp
Financial & Management Services	7220	CIP Other	7220-30-39-80010-720199	810 0001 30 39	-	36,804	36,804	Citywide Camera Surveillance System
EXPENSE TOTAL					\$ 37,054,266	\$ 76,072,571	\$ 113,126,837	

Attachment: Carryover Memo & Exhibits (5640 : FISCAL YEAR 2021/22 FIRST QUARTER BUDGET



Report to City Council

TO: Mayor and City Council

FROM: Pat Jacquez-Nares, City Clerk

AGENDA DATE: February 1, 2022

TITLE: MAYORAL APPOINTMENT TO THE PLANNING COMMISSION

RECOMMENDED ACTION

Recommendation:

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

PLANNING COMMISSION

<u>Name</u>	<u>Position</u>	<u>Term</u>
Matthew Chen	Member	Ending 03/31/25

CITY COUNCIL GOALS

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

CITY COUNCIL STRATEGIC PRIORITIES

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

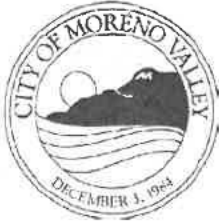
ATTACHMENTS

To view large attachments, please click your “bookmarks”  on the left hand side of this document for the necessary attachment.

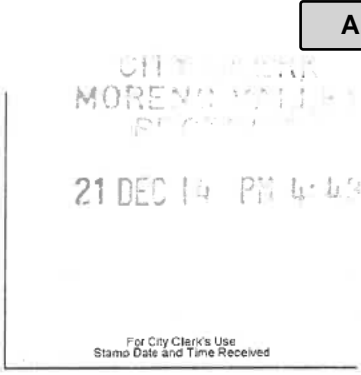
- 1. Matthew Chen_Redacted

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	1/26/22 1:22 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	1/26/22 2:35 PM



Registered
for
Vote



City of Moreno Valley Boards and Commissions

Membership Application Form

Name: Matthew Chen

Home Address: [Redacted]
Moreno Valley Ca [Redacted]

How long have you resided in Moreno Valley? 2 years

CONFIDENTIAL INFORMATION

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

Employer Name: Riverside National Cemetery Position: Program Support Assistant
Address: 22495 Van Buren Blvd
Riverside Ca 92518

Board or Commission applying for*: 1st Choice Planning Commission
2nd Choice _____

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

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

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

Why do you wish to serve on this Board and/or Commission?
I have seen the great potential of Moreno Valley and I want to be involved with assisting in moving our city in the right direction. We need to move towards
in a way that answers current environmental, development and economical questions. I want to help ensure that we are providing our youth with a future
that provides jobs while being environmentally conscious.

List any education, training, or special skills, you have which may be relevant or of particular benefit to this Board and/or Commission:
B.S. in Sociology from Arizona State University, MS in Education from the University of Miami, eight years active duty US Marine Corps

Explain briefly your understanding of what this Board and/or Commission does, including its powers and limitations.
The Planning Commission listens to and votes on matters pertaining to the city's growth in relation development and zoning. These decisions are
guided and governed by state and city code.

What do you hope to accomplish by your participation?
I would hope to see more retail development in the upper northern parts of the city while improving the conditions of our local mall. I would hope to
bring reputable businesses to Moreno Valley that will help create jobs, boost our economy and assist in developing our downtown project. I would also
like to work with the current city council and mayor to ensure that their visions for the city are also being considered.

Attachment: Matthew Chen_Redacted (5686 : MAYORAL APPOINTMENT TO THE PLANNING COMMISSION)

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

Best Buddies (2001-2003), US Marine Corps (2011-2019), Congressman Mark Takano (2019-2020)

Rafael Elizalde, Riverside National Cemetery (2021-Present) Insu Paek, Moreno Valley Youth Pony Baseball (2021-Present)

Ms. Wendy

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

I am interested in youth programs, veteran, and homelessness issues within our city.

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

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

Date(s) of the meeting(s) attended: December 9, 2021

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

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

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

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

[Redacted Signature]

Signature

12/14/2021

Date

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

Attachment: Matthew Chen_Redacted (5686 : MAYORAL APPOINTMENT TO THE PLANNING COMMISSION)



Report to City Council

TO: Mayor and City Council

FROM: Brian Mohan, Assistant City Manager

AGENDA DATE: February 1, 2022

TITLE: APPROVE A MEMORANDUM OF UNDERSTANDING WITH RISING STARS BUSINESS ACADEMY AND AUTHORIZE THE SUBMITTAL OF THE APPLICATION/PROPOSAL RELATED TO THE CALIFORNIA VIOLENCE INTERVENTION AND PREVENTION (CALVIP) GRANT PROGRAM

RECOMMENDED ACTION

Recommendation:

1. Approve a Memorandum of Understanding with Rising Stars Business Academy regarding the California Violence intervention and Prevention (CalVIP) Grant Program.
2. Authorize City Manager, City Attorney and Chief Financial Officer to submit the application/proposal to California Violence intervention and Prevention (CalVIP) Grant Program.

SUMMARY

This report recommends the approval of a Memorandum of Understanding between the City of Moreno Valley and Rising Stars Business Academy and authorization to submit the application/proposal related to the California Violence Intervention and Prevention (CalVIP) Grant Program.

DISCUSSION

The City of Moreno Valley would like to enter into a Memorandum of Understanding with Rising Stars Business Academy to improve public health and safety by supporting effective violence reduction initiatives in communities that are disproportionately impacted by violence, particularly residents involved in homicides, shootings, and aggravated

assaults. Initiatives such as evidence-based street outreach programs and focused deterrence strategies, that seek to interrupt cycles of violence and retaliation, shall be primarily focused on providing violence intervention services to the small segment of the population that is identified as having the highest risk of perpetrating or being victimized by violence in the near future.

The term of this MOU shall be effective on July 1, 2022 and continue in effect through December 31, 2025. The grant project service period will commence on July 1, 2022 and end on June 30, 2025. An additional six (6) months (July 1, 2025, through December 31, 2025) will be included in the term of the contract for the sole purpose of finalizing and submitting a required Local Evaluation Report and financial audit.

Rising Stars Business Academy must support programs, practices, and strategies rooted in documented evidence showing they reduce violence while also considering the needs of the target communities and individual participants. They must use data to drive conscientious decision-making in the development, implementation, and appraisal of their overall projects.

Rising Stars Business Academy is responsible for:

Project Records – The Rising Stars Business Academy shall establish separate accounting records and maintain documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all project funds, including grant funds and any matching funds. Records must be preserved a minimum of three (3) years after closeout of the grant project and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and auditing.

Reimbursement Invoices – Invoices are to be submitted to the City on a monthly basis and must include supporting documentation for all costs claimed. Reimbursement invoices must be submitted even if grant funds are not expended during the invoicing period. All project expenditures and all obligated match contributions must be incurred by the end of the grant project period, June 30, 2025, and included on the invoice due August 15, 2025.

Funding			
	Budget FY 2022- 2023	Budget FY 2023- 2024	Budget FY 2024- 2025
CalVIP Grant Award	\$500,000	\$500,000	\$500,000
Cash or In-kind Match (Rising Stars Business Academy)	\$500,000	\$500,000	\$500,000

Final Invoicing – Expenditures incurred for the completion of the Final Local Evaluation Report and Final Audit during the period of July 1, 2025 to December 31, 2025, must be submitted during the Final Invoicing Period to include all supporting documentation.

The final invoice shall be submitted to the City.

Match Contributions – The match contribution must be equal to the amount of the grant funds expended. The match contribution must be reported on the invoice as the expenditures occur. Match funds and related contributions must also be identified in the accounting records and included within any grant-specific audit reports. Supporting documentation must be maintained for all match contributions.

Audit Requirements – Provide a financial audit that covers the service delivery period of July 1, 2022 to June 30, 2025. The audit report will be due no later than December 31, 2025 to the Board of State and Community Corrections (BSCC). Rising Stars Business Academy must submit the financial audit to the City before that deadline, allowing enough time for review. The financial audit shall be performed by a Certified Public Accountant or a participating city auditor that is organizationally independent from the participating city's project financial management functions. Expenses for the final audit may be reimbursed for actual costs up to \$25,000. In addition, the BSCC reserves the right to call for a program or financial audit at any time between the execution of the grant agreement and three (3) years following the end of the grant period.

Quarterly Progress Reports – Submit quarterly progress reports (QPRs) to the City, that demonstrate project goals and objectives are being met and show that funds are being spent in accordance with the Grant Agreement.

Project Evaluation – Submit a Local Evaluation Plan which is due six (6) months post-award and a Final Local Evaluation Report which is due six (6) months after the conclusion of project delivery, to the City. Rising Stars Business Academy must dedicate a minimum of five percent (5%) with a maximum of ten percent (10%) of the total grant funds requested for evaluation planning, oversight, and reporting activities. The Local Evaluation Plan should describe the effectiveness of the project with the project goals and objectives clearly stated. The Final Local Evaluation Report must include an Executive Summary and access and document the effectiveness of the activities that were implemented within each individual project component.

Working with an Outside Evaluator – Collect data requested by the outside evaluator. This may include a standardized QPR format with specified outcome measures and/or standard outcome measures as a required component of the Local Evaluation Reports.

Rising Stars Business Academy must follow the BSCC Grant Administration Guide. All liability, including costs associated with not following the BSCC Grant Administration Guide, will be borne solely by Rising Stars Business Academy, not the City.

The CITY is responsible for:

Pass Through Agency – The City of Moreno Valley will act as a pass through agency for the Rising Stars Business Academy. All program requirements will be forwarded to

the City including but not limited to invoicing, reporting, evaluations, and audits for review. Once approved, the City of Moreno Valley will submit all program requirements to the BSCC.

Coordinating Meetings – The MoVal Violence Intervention Program (VIP) Director, Brian Mohan, will coordinate monthly meetings with our Public Safety community to include but not limited to Police, Fire, Code Enforcement, and non-profit organizations, to include Rising Stars Business Academy.

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

There is no fiscal impact with this action.

NOTIFICATION

Publication of the Agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Name Launa Jimenez
Title Financial Resources Division Manager

Department Head Approval:
Name Brian Mohan
Title Assistant City Manager/CFO/Treasurer

CITY COUNCIL GOALS

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

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

To view large attachments, please click your “bookmarks”



on the left hand side of this document for the necessary attachment.

- 1. CALVIP MOU

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	1/26/22 7:21 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	1/26/22 8:40 AM

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF MORENO VALLEY AND RISING STARS BUSINESS ACADEMY

This Memorandum of Understanding (“MOU”) is entered into by the City of Moreno Valley (hereinafter, “CITY”) and the Rising Star Business Academy (hereinafter, “CBO”), to be effective on the date approved by both parties.

TERMS AND CONDITIONS

A. SUMMARY

The CITY requires services as described herein from the CBO, to improve public health and safety by supporting effective violence reduction initiatives in communities that are disproportionately impacted by violence, particularly residents involved in homicides, shootings, and aggravated assaults. Initiatives such as evidence-based street outreach programs, and focused deterrence strategies, that seek to interrupt cycles of violence and retaliation, shall be primarily focused on providing violence intervention services to the small segment of the population that is identified as having the highest risk of perpetrating or being victimized by violence in the near future.

B. TERM

The term of this MOU shall be effective on July 1, 2022 and continue in effect through December 31, 2025. The grant project service period will commence on July 1, 2022 and end on June 30, 2025. An additional six (6) months (July 1, 2025, through December 31, 2025) will be included in the term of the contract for the sole purpose of finalizing and submitting a required Local Evaluation Report and financial audit.

C. SERVICES TO BE RENDERED

The CBO must support programs, practices, and strategies rooted in documented evidence showing they reduce violence while also considering the needs of the target communities and individual participants. The CBO must use data to drive conscientious decision-making in the development, implementation, and appraisal of their overall projects.

CBO responsibilities:

Project Records – CBO shall establish separate accounting records and maintain documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all project funds, including grant funds and any matching funds. Records must be preserved a minimum of three (3) years after closeout of the grant project and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and auditing.

Reimbursement Invoices – Invoices are to be submitted to the City on a monthly basis and must include supporting documentation for all costs claimed. Reimbursement invoices must be submitted even if grant funds are not expended during the invoicing period. All project

expenditures and all obligated match contributions must be incurred by the end of the grant project period, June 30, 2025, and included on the invoice due August 15, 2025.

Funding			
	Budget FY 2022-2023	Budget FY 2023-2024	Budget FY 2024-2025
CalVIP Grant Award	\$500,000	\$500,000	\$500,000
CBO Cash or In-kind Match	\$500,000	\$500,000	\$500,000

Final Invoicing – Expenditures incurred for the completion of the Final Local Evaluation Report and Final Audit during the period of July 1, 2025 to December 31, 2025, must be submitted during the Final Invoicing Period to include all supporting documentation. The final invoice shall be submitted to the City.

Match Contributions – The match contribution must be equal to the amount of the grant funds expended. Match contribution must be reported on the invoice as the expenditures occur. Match funds and related contributions must also be identified in the accounting records and included within any grant-specific audit reports. Supporting documentation must be maintained for all match contributions.

Audit Requirements – Provide financial audit that covers the service delivery period of July 1, 2022 to June 30, 2025. The audit report will be due no later than December 31, 2025 to the Board of State and Community Corrections (BSCC). The CBO must submit the financial audit to the City before that deadline allowing enough time for review. The financial audit shall be performed by a Certified Public Accountant or a participating city auditor that is organizationally independent from the participating city’s project financial management functions. Expenses for the final audit may be reimbursed for actual costs up to \$25,000. In addition, the BSCC reserves the right to call for a program or financial audit at any time between the execution of the grant agreement and three (3) years following the end of the grant period.

Quarterly Progress Reports – Submit quarterly progress reports (QPRs) to the City, that demonstrate project goals and objectives are being met and show that funds are being spent in accordance with the Grant Agreement.

Project Evaluation – Submit a Local Evaluation Plan which is due six (6) months post-award and a Final Local Evaluation Report which is due six (6) months after the conclusion of project delivery, to the City. CBO must dedicate a minimum of five percent (5%) with a maximum of ten percent (10%) of the total grant funds requested for evaluation planning, oversight, and reporting activities. The Local Evaluation Plan should describe the effectiveness of the project with the project goals and objectives clearly stated. The Final Local Evaluation Report must include an Executive Summary and access and document the effectiveness of the activities that were implemented within each individual project component.

Working with an Outside Evaluator – Collect data requested by the outside evaluator (this may include a standardized QPR format with specified outcome measures and/or standard

Attachment: CALVIP MOU (5681) : APPROVE A MEMORANDUM OF UNDERSTANDING WITH RISING STARS BUSINESS ACADEMY AND

outcome measures as a required component of the Local Evaluation Reports.

The CBO must follow the BSCC Grant Administration Guide. All liability, including costs associated with not following the BSCC Grant Administration Guide, will be borne solely by the CBO, not the City.

CITY responsibilities:

Pass Through Agency – The City of Moreno Valley will act as a pass through agency for the Rising Stars Business Academy. All program activities should be forwarded to the City including by not limited to invoicing, reporting, evaluations, audits for review. Once approved, the City of Moreno Valley will submit all program requirements to the Board of State and Community Corrections (BSCC).

Coordinating Meetings – The MoVal VIP Program Director, Brian Mohan, will coordinate monthly meetings with our Public Safety community to include but not limited to Police, Fire, Code Enforcement, and non-profit organizations, to include Rising Stars Business Academy.

D. PERSONNEL

The services provided by the CBO shall be performed by CBO personnel under the control and direction of the CBO. To the extent that CITY personnel may also participate in any of the activities herein provided for, CITY agrees to conduct those activities in accordance with the CBO, and any expenses by the CITY in this process shall be borne by CITY.

E. MUTUAL HOLD HARMLESS/INDEMNIFICATION

Except as to the sole negligence or willful misconduct of the City, the CBO agrees to indemnify, protect and hold harmless the City from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel fees), judgement, civil fine and penalties, liabilities or losses of any kind, whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of the performance of or under this MOU. This indemnification shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the CBO or anyone employed by or working on behalf of the CBO.

F. AMENDMENTS

Any amendment, modification, or variation from the terms of this MOU shall be in writing and shall be effective only upon mutual approval by the authorized parties.

G. TERMINATION

The Grant Agreement between the BSCC and the CITY may be terminated by the BSCC at any time after the grant award and prior to completion of the project, upon action or inaction

by the CITY, that constitutes a material and substantial breach of this Grant Agreement.

The BSCC may reduce or terminate grant funds as set forth in the terms and conditions of the Grant Agreement or for any reason that may include the following:

- If the Grantee fails to comply with any term or condition of the Grant Agreement; or,
- If during the term of the Grant Agreement, the state and/or federal funds appropriated for the purposes of the Grant Award are reduced or eliminated by the California Legislature or by the United States Government, or, in the event revenues are not collected at the level appropriated, the BSCC may immediately terminate or reduce the Grant Agreement.

Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 calendar days written notice stating the reasons for termination and effective date thereof.

No such termination or reduction shall apply to allowable costs already incurred by the CBO to the extent that state or federal funds are available for payment of such costs. The Grantee may appeal the termination.

H. COMPLETE MEMORANDUM OF UNDERSTANDING

This written MOU, including all writings specifically incorporated hereby in reference, shall constitute the complete MOU between the parties hereto. No oral MOU, agreement or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such oral MOU, agreement or representation be binding upon the parties hereto. Any previous agreements between the CITY and COUNTY, whether oral or written, with regards to the activities outlined in this MOU, shall be supplanted by this MOU.

I. JURISDICTION/VENUE

This MOU shall be governed by, and construed in accordance with, the laws of the State of California. CITY agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this MOU and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Riverside.

J. NOTICE

All written notices to the parties hereto shall be sent by United States mail, postage prepaid by registered or certified mail addressed as follows:

CITY:
Moreno Valley
Brian Mohan
14177 Frederick Street
PO Box 88005
Moreno Valley, CA 92552

CBO:
Rising Stars Business Academy
Alicia Berridge
23750 Alessandro Blvd, Suite G
Moreno Valley, CA 92553

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be duly executed on _____ (Date).

CITY OF MORENO VALLEY

RISING STARS BUSINESS ACADEMY

Mike Lee, City Manager

Alicia Berridge, Executive Director

Approved as to form:

Steve Quintanilla, Interim City Attorney

Attest:

Pat Jacquez-Nares, City Clerk

Attachment: CALVIP MOU (5681 : APPROVE A MEMORANDUM OF UNDERSTANDING WITH RISING STARS BUSINESS ACADEMY AND



Report to City Council

TO: Mayor and City Council

FROM: Michael Lloyd, Public Works Director/City Engineer

AGENDA DATE: February 1, 2022

TITLE: RECOMMENDED PAVEMENT MANAGEMENT PROGRAM
FIVE-YEAR LOOK-AHEAD FOR FISCAL YEARS 2026-
2031

RECOMMENDED ACTION

Recommendations:

1. Concur with the Recommended Pavement Management Program Five-year Look-ahead Plan for Fiscal Years 2026-2031; and
2. Authorize the Public Works Director to make any minor adjustments in order to finalize the Pavement Management Program Five-year Look-ahead Plan for Fiscal Years 2026-2031.

SUMMARY

This report recommends concurrence with the recommended Pavement Management Program (PMP) Five-year Look-ahead Plan which identifies roadway segment maintenance priorities for the Fiscal Year 2026-2031. Staff takes a proactive approach to maintaining roads by including in the plan both preventive and corrective pavement maintenance practices that are cost-effective in addressing a wide range of pavement conditions to extend the pavement life and enhance safety.

DISCUSSION

Currently, there is roughly \$100 million of critical deferred maintenance needs, and over \$250 million overall, for the 505 centerline-miles of streets within the City's 51 square mile boundary. With a significant amount of deferred maintenance needs, selecting only a few segments to fit a limited budget is a difficult process. To prioritize streets for the PMP Five-year Look-ahead Plan, staff uses a combination of factors such as:

- Pavement Condition Index (PCI), for preventative and corrective maintenance.
- Average Daily Traffic (ADT) counts.
- Roadway segments with extensive City Maintenance staff activities.
- Known forthcoming utility company work.
- Known approved development projects.
- Other City Capital Improvement Program (CIP) projects.

Heavy consideration is given to street segment PCI ratings and segments with extensive City Maintenance staff activities (i.e., pothole repairs). Additionally, in order to gain an economy of scale from bidding contractors, streets are grouped by proximity as best as possible. Staff conducted field surveys to obtain real-time pavement distress conditions. The PMP Five-year Look-ahead Plan is intended to provide a focus for the limited funding. It is not intended to be a rigid list of street segments that cannot be adjusted. If necessary, staff will bring forward any changes to the Plan for Council's review at its future meetings.

The ultimate goal for the PMP Five-year Look-ahead is to transition costly corrective maintenance activities to less-costly preventative maintenance activities. Including preventative work (e.g., crack seal and slurry seal) and not just corrective work will help preserve and extend the useful life of the City's largest asset at a lower cost. Also, with the inclusion of preventative maintenance work, City Maintenance staff resources can be redistributed to higher cost-benefit ratio activities (e.g., asphalt patchwork and crack sealing).

In March 2019, staff presented and received City Council's concurrence on the original PMP Five-year Look-ahead Plan which identified a number of street segments for preventive and corrective maintenance citywide for a five-year period. Since then, a number of segments have been completed and updates approved by the City Council. The current PMP Five-year Look-ahead Plan was approved in January 2021 for Fiscal Years 2021-2026. The City anticipates to receive funding for construction of the proposed streets in the approved PMP Five-year Look-ahead Plan for Fiscal Years 2021-2026. As such, staff continues to identify new segments to be added to the plan for the next five-year period in order to be prepared as funding becomes available. The next 5 years to be added are FYs 2026-2031 as shown on the attached maps.

Approval of the recommended actions would support Objective 4 of the Momentum MoVal Strategic Plan: "Manage and maximize Moreno Valley's public Infrastructure to ensure an excellent quality of life, develop and implement innovative, cost effective infrastructure maintenance programs, public facilities management strategies, and capital improvement programming and project delivery."

ALTERNATIVES

1. Approve the recommended actions as presented in this staff report. This alternative will provide staff with a Five-year Look-ahead Plan for FYs 2026-2031 with set priorities for roadway maintenance.

2. Do not approve the recommended actions as presented in this staff report and provide alternate direction to staff. This alternative may delay the roadway maintenance efforts and allow for City streets to continue deteriorating and resulting in higher repair costs.

FISCAL IMPACT

There is no fiscal impact with the recommended action item.

NOTIFICATION

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

PREPARATION OF STAFF REPORT

Prepared By:
Quang Nguyen, P.E.
Senior Engineer

Concurred By:
Henry Ngo, P.E.
Capital Projects Division Principal Engineer

Concurred By:
Melissa Walker
Engineering Division Manager/Assist. City Engineer

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

CITY COUNCIL GOALS

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

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

CITY COUNCIL STRATEGIC PRIORITIES

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

ATTACHMENTS



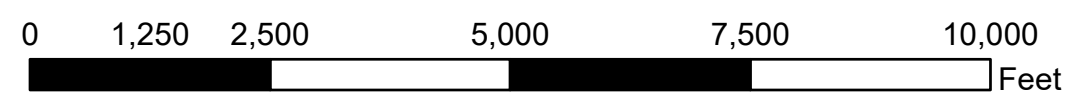
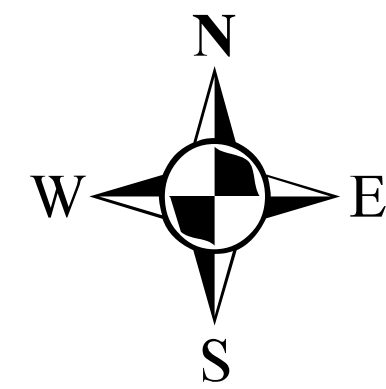
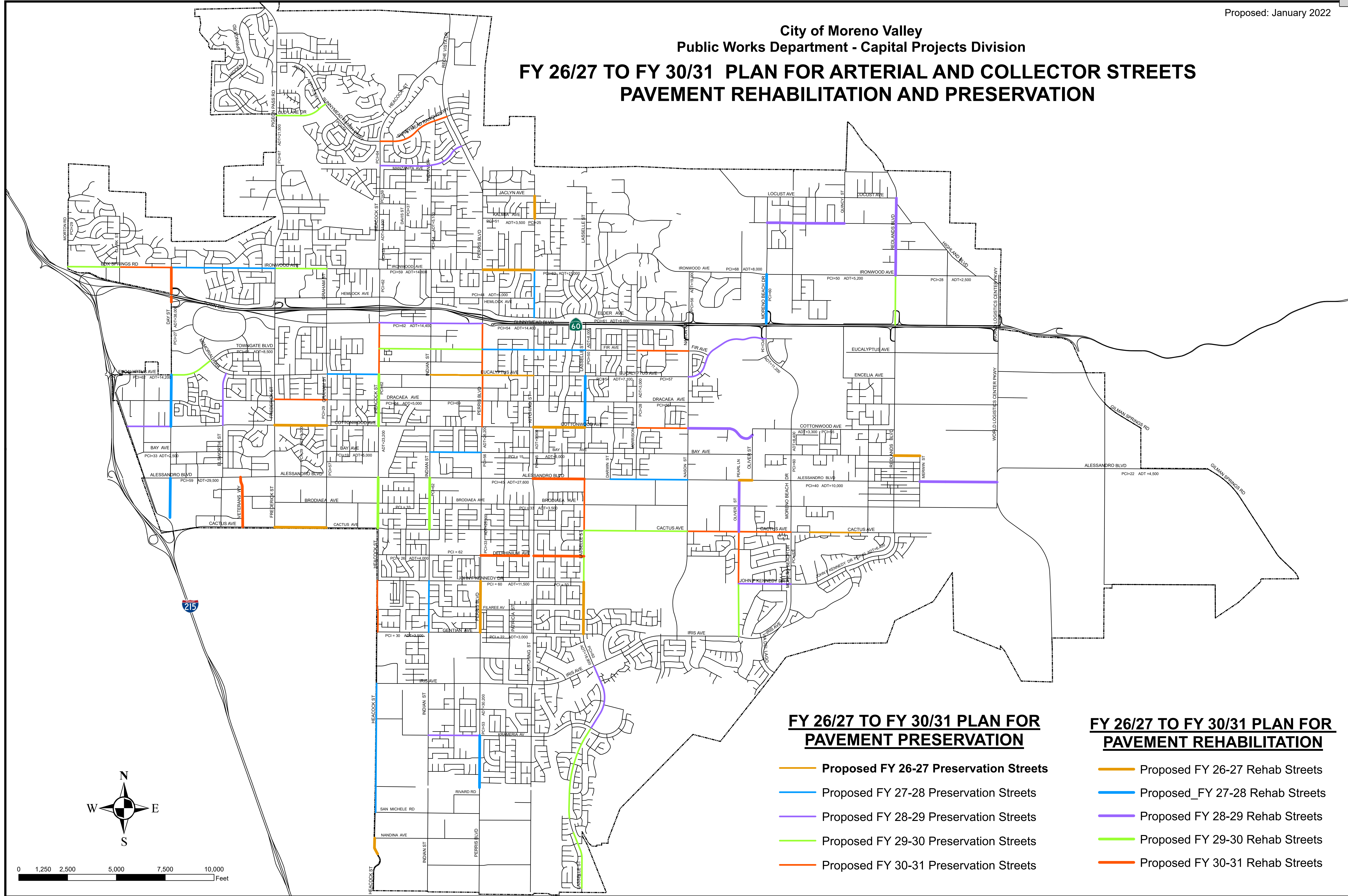
To view large attachments, please click your “bookmarks” on the left hand side of this document for the necessary attachment.

- 1. FY 26-27 To FY 30-31 Pavement Rehab-Preserve Plan - Arterial and Collector
- 2. FY 26-27 To FY 30-31 Rehab and Preserve Plan - Local

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	1/25/22 11:27 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	1/25/22 1:08 PM

**City of Moreno Valley
Public Works Department - Capital Projects Division
FY 26/27 TO FY 30/31 PLAN FOR ARTERIAL AND COLLECTOR STREETS
PAVEMENT REHABILITATION AND PRESERVATION**



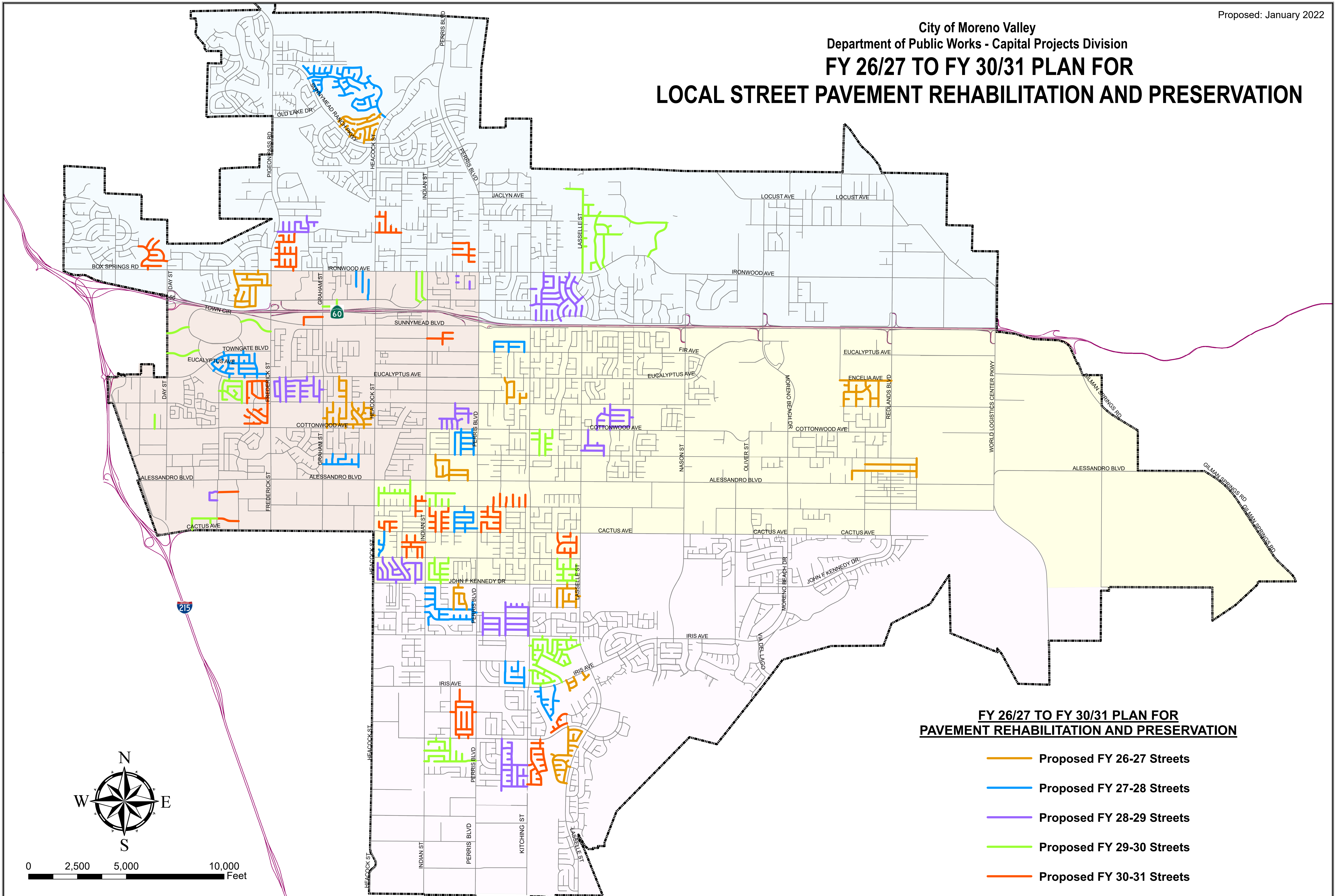
FY 26/27 TO FY 30/31 PLAN FOR PAVEMENT PRESERVATION

- Proposed FY 26-27 Preservation Streets
- Proposed FY 27-28 Preservation Streets
- Proposed FY 28-29 Preservation Streets
- Proposed FY 29-30 Preservation Streets
- Proposed FY 30-31 Preservation Streets

FY 26/27 TO FY 30/31 PLAN FOR PAVEMENT REHABILITATION

- Proposed FY 26-27 Rehab Streets
- Proposed FY 27-28 Rehab Streets
- Proposed FY 28-29 Rehab Streets
- Proposed FY 29-30 Rehab Streets
- Proposed FY 30-31 Rehab Streets

City of Moreno Valley
 Department of Public Works - Capital Projects Division
**FY 26/27 TO FY 30/31 PLAN FOR
 LOCAL STREET PAVEMENT REHABILITATION AND PRESERVATION**



**FY 26/27 TO FY 30/31 PLAN FOR
 PAVEMENT REHABILITATION AND PRESERVATION**

- Proposed FY 26-27 Streets
- Proposed FY 27-28 Streets
- Proposed FY 28-29 Streets
- Proposed FY 29-30 Streets
- Proposed FY 30-31 Streets



Report to City Council

TO: Mayor and City Council

FROM: Michael Lloyd, Public Works Director/City Engineer

AGENDA DATE: February 1, 2022

TITLE: APPROVE THE SECOND AMENDMENT TO AGREEMENT ON-CALL PROFESSIONAL CONSULTANT SERVICES WITH CAV CONSULTING

RECOMMENDED ACTION

Recommendations:

1. Approve the Second Amendment to Agreement On-Call Professional Services for Civil Engineer/Project Manager with CAV Consulting;
2. Authorize the City Manager to execute the Second Amendment to Agreement On-Call Professional Services for Civil Engineer/Project Manager with CAV Consulting, which includes executing subsequent Amendments or Extensions to the Agreement, and the authority to authorize associated purchase orders in accordance with the terms of the Agreement, subject to the approval of the City Attorney;
3. Authorize an increase to Purchase Order with CAV Consulting in the amount of \$200,000 once the Second Amendment has been signed by all parties using State Gas Tax and SB1/RMRA State Gas Tax funds (Funds 2000 and 2000A); and
4. Authorize a budget adjustment as set forth in the Fiscal Impact section of this report.

SUMMARY

This report recommends approval of the Second Amendment to On-Call Professional Services Agreement for Civil Engineer/Project Manager with CAV Consulting for staff support services on various Capital Improvement Plan (CIP) Projects with the Capital Projects Division.

DISCUSSION

In June 2021, due to staff retirements and reassignments, the Capital Projects Division (CPD) did not have adequate staffing to manage the current workload which included eighteen (18) active projects under design and construction. As such, and in order to not delay the CIP projects, consultant assistance was necessary.

In July 2021, Requests for Proposals (RFP) for On-Call Professional Consultant Services for Civil Engineer/Project Manager were distributed and advertised on PlanetBids and on the City's website. The City received nine (9) proposals in response to the RFP. Following a competitive selection process, CAV Consulting was selected as the most qualified consultant to perform the work and provide support services consisting of project management services in preliminary engineering, design, right-of-way, and construction. The selection process was pursuant to the City's Municipal Code requirements for professional services procurement.

In September 2021, CAV Consulting was awarded a contract of up to \$74,500 to provide consultant Civil Engineer/Project Manager services for a period of three to five months. Since that time, CAV Consulting has successfully performed management for all assigned projects. With the potential of additional Federal, State, and local funding for pavement repair work as part of the federal recovery act plan, continued project management and consultant assistance is necessary for CIP projects delivery. Staff is recommending extending the agreement with CAV Consulting until December 2023 and increasing the contract amount an additional \$200,000 using State Gas Tax and SB1/RMRA State Gas Tax funds (Funds 2000 and 2000A).

The recommended actions will allow CAV Consulting to continue to provide Project Management Services for various Capital Improvement Plans projects through the end of 2023.

ALTERNATIVES

1. Approve the recommended actions as presented in this staff report. *This alternative will allow CAV Consulting to continue to provide Project Management Services for various CIP projects.*
2. Do not approve the recommended actions as presented in this staff report. *Staff does not recommend this alternative, as it would result delay in project delivery of various CIP projects.*

FISCAL IMPACT

The proposed Second Amendment includes a \$200,000 increase in compensation for consultant services. The additional amount of \$200,000 uses State Gas Tax and SB1/RMRA State Gas Tax funds (Funds 2000 and 2000A). There is no impact to the General Fund.

AVAILABLE BUDGET

State Gas Tax (RMRA SB1 Funds)
(Account 2000A-70-77-80001-720199) (Project No. 801 0089) \$3,487,000

NOTIFICATION

Publication of agenda

PREPARATION OF STAFF REPORT

Prepared By:
Quang Nguyen, P.E.
Senior Engineer

Concurred By:
Melissa Walker.
Engineering Div. Manager/Assist. City Engineer

Concurred By:
Henry Ngo, P.E.
Capital Projects Principal Engineer

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

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

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

ATTACHMENTS

To view large attachments, please click your “bookmarks”



on the left hand side of this document for the necessary attachment.

1. Second Amendment

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>
City Attorney Approval	<u>✓ Approved</u>

1/25/22 11:29 AM

City Manager Approval

✓ Approved

1/25/22 1:07 PM

**SECOND AMENDMENT TO AGREEMENT
ON-CALL PROFESSIONAL CONSULTANT SERVICES
FOR CIVIL ENGINEER/PROJECT MANAGER SERVICES**

The Second Amendment to Agreement is by and between the City of Moreno Valley, a municipal corporation in the County of Riverside, State of California, hereinafter referred to as the “City,” and Chris Alan Vogt, doing business as, **CAV Consulting**, a sole proprietorship, hereinafter referred to as “Consultant.” This Second Amendment to Agreement is made and entered into entered into this ____ day of 2022 (“Effective Date”).

RECITALS:

Whereas, the City and Consultant entered into an Agreement entitled “PROJECT SPECIFIC AGREEMENT FOR ON-CALL PROFESSIONAL CONSULTANT SERVICES FOR CIVIL ENGINEER/PROJECT MANAGER SERVICES” hereinafter referred to as “Agreement,” dated September 14, 2021.

Whereas, the Consultant is providing **Civil Engineer/Project Manager Services** for various Capital Improvement Projects.

Whereas, the Agreement was amended by the “First Amendment to Agreement for On-Call Professional Consultant Services for Civil Engineer/Project Manager Services” dated November 04, 2021.

Whereas, it is desirable to amend the Agreement to expand the scope of the work to be performed by the Consultant per Task Order dated January 18, 2022, and is more particularly described in Section 1 of this First Amendment.

SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:

1.1 The Agreement termination date is extended from August 30, 2022 to **December 31, 2023**, unless the termination date is further extended by an Amendment to the Agreement.

SECOND AMENDMENT TO AGREEMENT FOR
CIVIL ENGINEER/PROJECT MANAGER SERVICES

1.2 Exhibit "B" to the Agreement is hereby amended by adding to the scope of work section described in said "Exhibit A – Task Order - Second Amendment."

1.3 Exhibit "D" to the Agreement is hereby further amended by adding the cost as included in "Exhibit A" of this Second Amendment.

1.4 The total "Not to Exceed" fee for this contract is \$274,500 (\$74,500.00 for the original Agreement, \$0 for the First Amendment to Agreement, plus \$200,000 for the Second Amendments).

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 CIVIL ENGINEER/PROJECT MANAGER SERVICES

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

City of Moreno Valley

Chris Alan Vogt dba CAV Consulting

BY: _____
Mike Lee, City Manager

Date

BY: _____
Name: _____
TITLE: _____
(President or Vice President)

Date

<u>INTERNAL USE ONLY</u>
APPROVED AS TO LEGAL FORM:
_____ City Attorney
_____ Date
RECOMMENDED FOR APPROVAL:
_____ Public Works Director/City Engineer
_____ Date

BY: _____
Name: _____
TITLE: _____
(Corporate Secretary)

Date

Attachment: Second Amendment (5676 : APPROVE THE SECOND AMENDMENT TO AGREEMENT ON-CALL PROFESSIONAL CONSULTANT

EXHIBIT "A"
TASK ORDER-SECOND AMENDMENT

Attachment: Second Amendment (5676 : APPROVE THE SECOND AMENDMENT TO AGREEMENT ON-CALL PROFESSIONAL CONSULTANT

January 18, 2022

Mr. Chris A. Vogt, PE
CAV Consulting
17130 Van Buren Blvd, Suite 526
Riverside, CA 92508

Subject: Task Order – Second Amendment to Agreement On-Call Professional Consultant Services for Civil Engineer/Project Manager Services

Dear Mr. Vogt:

Enclosed is the Task Order for Second Amendment to Agreement On-Call Professional Consultant Services for Civil Engineer/Project Manager Services. The Task Order is set forth below:

1. Dedicate qualified staff to serve as Capital Projects Consultant Civil Engineer/Consultant Project Manager
2. Dedicate qualified staff to serve as Capital Projects Consultant Management Analyst for Project Management
3. City anticipates a commitment of approximately 20-40 hours/week, at City Hall although time may be more or less, depending on the City's needs.

The requested services include, but not limit to following projects:

1. SR-60 / Moreno Beach Dr. Interchange - Construction
2. Kitching Street Storm Drain Line B-16 A
3. Heacock St. Pedestrian Enhancements South of Gregory Lane – Construction Phase
4. Citywide Pavement Rehab for Arterials FY 20-21 – Construction Phase
5. Various Park and Community Services CIP Projects
6. Citywide Pavement Rehabilitation Program Projects

The total "Not-to-Exceed" fee for this contract is \$274,500 (\$74,500 for the Original Agreement, \$0 for the First Amendment, plus \$200,000 for the Second Amendment to Agreement).

Should you have any questions, please contact Henry Ngo, Principal Engineer, P.E. at 951.413.3106.

Sincerely,



Henry Ngo
Principal Engineer, P.E.

HN:gs

PUBLIC WORKS DEPARTMENT



Report to City Council

TO: Mayor and City Council

FROM: Michael Lloyd, Public Works Director/City Engineer

AGENDA DATE: February 1, 2022

TITLE: APPROVE THE FIRST AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL CONSULTANT DESIGN SERVICES WITH HR GREEN PACIFIC, INC. FOR CITYWIDE PAVEMENT REHABILITATION PROGRAM PROJECTS

RECOMMENDED ACTION

Recommendations:

1. Approve the First Amendment to Agreement for Professional Consultant Services with HR Green Pacific, Inc. to provide additional design services for the citywide pavement rehabilitation program projects in the amount of \$550,107.40;
2. Authorize the City Manager to execute the First Amendment to Agreement for Professional Consultant Services with HR Green Pacific, Inc.;
3. Authorize an increase in the Purchase Order for HR Green Pacific, Inc. in the amount of \$550,107.40 once the First Amendment has been signed by all parties using State Gas Tax and SB1/RMRA State Gas Tax funds (Funds 2000 and 2000A); and
4. Authorize a budget adjustment as set forth in the Fiscal Impact section of this report.

SUMMARY

This report recommends approval of the First Amendment to Agreement for Professional Consultant Services with HR Green Pacific, Inc. to provide additional design related services for the citywide pavement rehabilitation program projects. These projects provide pavement preventative maintenance and corrective work, as well as rehabilitation for various arterial and collector street segments as included in the

proposed Fiscal Year 2026-27 to Fiscal Year 2030-31 Plan for Pavement Rehabilitation and Preservation which is concurrently presented to the City Council for approval at this meeting.

DISCUSSION

As roadway maintenance remains a top priority for the Council, the City has been utilizing a 5-Year pavement preservation and rehabilitation plan to prioritize streets for maintenance with limited funding available each year. With a potential of additional Federal, State, and local funding for pavement repair work as part of the federal recovery act plan, the City would have the opportunity to speed up its efforts in maintaining citywide street network. The proactive approach is to fast-track the design and have construction ready projects that would provide competitive advantage to the City for any funding that may become available.

On September 7, 2021 the City Council approved an agreement with HR Green Pacific, Inc. to provide design services for pavement rehabilitation and preservation projects for a number of arterial and collector street segments as identified in the approved 5-Year Pavement Management Program Look-ahead Plan for Fiscal Year 2021-22 to Fiscal Year 2025-26. It is anticipated that there may be additional federal funding for pavement repair work for the next five-year, Fiscal Year 2026-27 to Fiscal Year 2030-31, and it is critical to have the design and construction ready projects once funding becomes available. A list of streets prioritized for pavement rehabilitation and preservation for Fiscal Year 2026-27 to Fiscal Year 2030-31 plan is concurrently presented to the City Council for approval at this meeting.

Staff is recommending approval of the First Amendment to Agreement for Professional Consultant Services with HR Green Pacific, Inc. to provide additional design related services to complete the design for proposed streets as included in the Fiscal Year 2026-27 to Fiscal Year 2030-31 plan for an additional not-to-exceed fee of \$550,107.40. HR Green Pacific, Inc. could start the design immediately once approved. This could efficiently speed up the design process without delay.

Approval of the recommended actions would support Objective 4 of the Momentum MoVal Strategic Plan: “Manage and maximize Moreno Valley’s public Infrastructure to ensure an excellent quality of life, develop and implement innovative, cost effective infrastructure maintenance programs, public facilities management strategies, and capital improvement programming and project delivery.”

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will allow the completion of the design, construction plans, and bid package for the citywide pavement rehabilitation program projects and provide the City a competitive edge for additional funding with shovel-ready projects.*

- 2. Do not approve and authorize the recommended actions as presented in this staff report. *Staff does not recommend this alternative may limit the City's ability to compete for additional funding for pavement projects.*

FISCAL IMPACT

This work is eligible to be funded by SB1/RMRA State Gas Tax (2000A).

AVAILABLE BUDGET

State Gas Tax (RMRA SB1 Funds)
 (Account 2000A-70-77-80001-720199) (Project No. 801 0089) \$3,487,000

ESTIMATED ADDITIONAL DESIGN RELATED COSTS

Consultant Additional Design Costs \$550,200
 City Project Administration \$25,000
Total Estimated Additional Design Costs..... \$575,200

NOTIFICATION

Public notification and community outreach will continue throughout the completion of this project

PREPARATION OF STAFF REPORT

Prepared By:
 Quang Nguyen, P.E.
 Senior Engineer

Concurred By:
 Melissa Walker, P.E.
 Engineering Div. Manager/Assist. City Engineer

Concurred By:
 Henry Ngo, P.E.
 Capital Projects Principal Engineer

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

CITY COUNCIL GOALS

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

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

CITY COUNCIL STRATEGIC PRIORITIES

- 1. Economic Development
- 2. Public Safety

- 3. Library
- 4. Infrastructure
- 5. Beautification, Community Engagement, and Quality of Life
- 6. Youth Programs

ATTACHMENTS

To view large attachments, please click your “bookmarks”  on the left hand side of this document for the necessary attachment.

- 1. First Amendment to Agreement for Professional Consultant Services

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	1/25/22 11:30 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	1/25/22 1:06 PM

**FIRST AMENDMENT TO AGREEMENT
FOR PROFESSIONAL CONSULTANT SERVICES
CITYWIDE PAVEMENT REHABILITATION PROGRAM (FY 2021-22)
PROJECT NO. 801 0089**

This First Amendment to Agreement is by and between the City of Moreno Valley, a municipal corporation, hereinafter referred to as "City," and HR Green Pacific, Inc., (a California corporation,) hereinafter referred to as "Consultant." This First Amendment to Agreement is made and entered into entered into this _____ day of _____ 2022 ("Effective Date".)

RECITALS:

Whereas, the City and Consultant entered into an Agreement entitled "Agreement for Professional Consultant Design Services for Citywide Pavement Rehabilitation Program (FY 2021-22) Project No. 801 0089," hereinafter referred to as "Agreement," dated September 23, 2021.

Whereas, the Consultant is providing consultant design services for Citywide Pavement Rehabilitation Program projects.

Whereas, it is desirable to amend the Agreement to expand the scope of the work to be performed by the Consultant as is more particularly described in Section 1 of this First Amendment.

Whereas, the Consultant has submitted a Proposal dated January 12, 2022, for expansion of the scope of work to be performed. A copy of said Proposal is attached as "Exhibit A -- First Amendment" and is incorporated herein by this reference.

SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:

- 1.1 The Agreement termination date of **December 31, 2022** is not extended by

**FIRST AMENDMENT TO AGREEMENT FOR
PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 801 0089**

this Amendment, unless the termination date is further extended by an Amendment to the Agreement.

1.2 Exhibit “B” to the Agreement is hereby amended by adding to the scope of work section described in “Exhibit A – First Amendment,” entitled “Proposal for Professional Consultant Design Services for Citywide Pavement Rehabilitation Program (FY 2026-27 – FY 2030-31).”

1.3 Exhibit “D” to the Agreement is hereby further amended by adding to the cost proposal section thereof “Exhibit A – First Amendment,” entitled “Proposal for Professional Consultant Design Services for Citywide Pavement Rehabilitation Program (FY 2026-27 – FY 2030-31).”

1.4 The City agrees to pay the Consultant and the Consultant agrees to receive a “Not-to-Exceed” fee of \$550,107.40, as set forth in the above-referenced cost proposal, in consideration of the Consultant's performance of the work set forth in “Exhibit A – First Amendment.”

1.5 The total “Not to Exceed” fee for this contract is \$1,084,586.80 (\$534,479.40 for the original Agreement plus \$550,107.40 for the First Amendment to Agreement).

SECTION 2

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

SIGNATURE PAGE TO FOLLOW

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES PROJECT NO. 801 0089

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

City of Moreno Valley

HR Green Pacific, Inc.

BY: _____
Mike Lee, City Manager

BY: _____

DATE: _____

NAME: _____

TITLE: _____
(President or Vice President)

DATE: _____

BY: _____

NAME: _____

TITLE: _____
(Corporate Secretary)

DATE: _____

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

City Attorney

Date
RECOMMENDED FOR APPROVAL:

Public Works Director/City Engineer

Date

Attachment: "Exhibit A – First Amendment"

Attachment: First Amendment to Agreement for Professional Consultant Services (5677 : APPROVE THE FIRST AMENDMENT TO THE



▶ 1260 Corona Pointe Court | Suite 305
 Corona, CA 92879
Main 855.900.4742 + **Fax** 713.965.0044
 ▶ HRGREEN.COM

January 12, 2022

Quang Nguyen
 City of Moreno Valley
 Public Works Department
 14177 Frederick Street
 Moreno Valley, CA 92553

Re: Proposal for Professional Consultant Design Services for Citywide Pavement Rehabilitation Program (FY2026-27 – FY2030-31)

Dear Quang,

As **HR Green Pacific, Inc. (HR Green)** is currently under contract to push forward the design of improvements for the Citywide Pavement Rehabilitation Program (FY2021-22 – FY2025-26) for the City of Moreno Valley, it is with great pleasure to provide this proposal for the design of improvements associated with the next five years of pavement rehabilitation design (FY2026-27 – FY2030-31). The scope of work includes the grind and overlay or crack and slurry seal of the 67 street segments (totaling roughly 40 centerline miles) identified in the map and table provided via email dated 1/12/22. We understand this list is subject to final City Council approval and may be subject to minor changes. Of the 40 centerline miles proposed for this project, 25 miles are slated for preservation and 15 miles for rehabilitation.

PROPOSED SCOPE OF SERVICES

PHASE 1 – PROJECT MANAGEMENT

Upon receipt of the Notice to Proceed, a project kick-off meeting will be held to provide an opportunity for the HR Green design team and City Staff to discuss the goals of the City and the project requirements. Minutes of this and all subsequent meetings will be prepared documenting subjects discussed, decisions made, along with actions items and their responsible party.

Progress meetings will be held monthly (or another frequency as determined by City staff) to discuss design, compare cost estimates with available budgets, and to obtain City feedback/approval on progress made.

Deliverables:

- ▶ Meeting agendas/minutes
- ▶ Invoicing

PHASE 2 – PROJECT RESEARCH AND INVESTIGATION

TASK 2.1 – DOCUMENT RESEARCH

HR Green will work with City staff to obtain all readily available as-built plans and record maps to aid in the drawing of the project base maps. If as-built plans are unavailable high resolution aerial imagery will be used in its place.

Attachment: First Amendment to Agreement for Professional Consultant Services (5677) : APPROVE THE FIRST AMENDMENT TO THE



TASK 2.2 – UTILITY COORDINATION

HR Green is a member of the USA Dig Alert design service, from which we can download contact information to obtain plans of existing utilities within the project limits. If the City also maintains a list of utility contacts HR Green will combine that information with what is provided via Dig Alert to complete a comprehensive list of contacts.

HR Green will contact this list of potentially affected utilities early in the project using the City's standard utility letter format. If the City does not have a preferred format, HR Green will provide a sample for the City's review and approval. It is important to gather utility information as early as possible to complete the base mapping for the project. Utilities will not be shown on the pavement preservation exhibits, but will be included in the coordination process to be sure utilities are aware of any moratorium to be placed

A total of three utility notification letters will be sent out through the course of the project:

- 1st Letter – Shortly after the Notice to Proceed is issued requesting utility information
- 2nd Letter – After the completion of the 60% plans to confirm proper location of existing facilities and serve as a “Notice to Prepare to Relocate” if deemed necessary
- 3rd Letter – After completion of 100% plans and serve as the “Notice to Relocate Immediately” if deemed necessary

Copies of all communication with the utility companies and the utility disposition matrix will be kept throughout the project and will be submitted to the City with each progress submittal.

TASK 2.3 – PREPARE BASE MAPS

Base maps will be prepared in AutoCAD based off the information collected as part of tasks 2.1 and 2.2. The project base maps will include centerline, right-of-way, property lines and addresses, curb, gutter, sidewalk, driveways, existing striping as well as existing surface utilities.

TASK 2.4 – FIELD RECONNAISSANCE

After the completion of the project base map, HR Green will perform a thorough field review to gain a good understanding of the existing conditions and verify the accuracy of the base maps. The field work will also identify any areas of failed curb/gutter, sidewalk and driveway approach and AC pavement. This task includes a thorough visual pavement evaluation to determine the most feasible and cost-effective pavement rehabilitation strategy should be.

During the field reconnaissance, HR Green will also inspect all existing ADA access ramps using a smart level to determine if they need to be replaced or if they can be protected in place. Thorough field notes will be provided to the City and saved in the project files.

Deliverables:

- ▶ Utility notification letters with necessary attachments
- ▶ Copies of all utility correspondence
- ▶ Utility coordination matrix
- ▶ CAD base plans
- ▶ Field evaluation notes



PHASE 3 – CONCEPTUAL PLANS (30%)

TASK 3.1 – CONCEPTUAL IMPROVEMENT PLANS

The conceptual improvement plans will show the proposed limits of slurry seal or paving. The rehabilitation locations will be drawn on full size 24" x 36" sheets at 1" = 40' scale plan view only. The slurry seal locations will also be drawn on full size 24" x 36" sheets, but at 1" = 200' scale (or other appropriate scale determined by the City) and only drawn as simple layout/location maps to identify the streets and limits of the slurry seal and location of full depth repairs.

Separate signing and striping sheets will also be included in the plan set for all affected streets. The HR Green team will thoroughly review the City's Bicycle Master Plan and confer with City staff to identify any proposed striping changes to be included in the project.

TASK 3.2 – CONCEPTUAL OPINION OF PROBABLE CONSTRUCTION COSTS

A high-level conceptual cost estimate will be provided to the City in order to determine if the proposed improvements fall within the appropriated budget.

Deliverables:

- ▶ 30% conceptual improvement plans
- ▶ 30% cost estimate

PHASE 4 – PLANS, SPECIFICATIONS AND ESTIMATE (60%, 100%, and Final)

TASK 4.1 – IMPROVEMENT PLANS

After City approval of the proposed conceptual improvement plans, HR Green will proceed with the preparation of 60% plans. These plans will include the rehabilitation recommendations, areas of AC reconstruction (deep dig outs), locations of curb/gutter and sidewalk replacements, and locations of ADA access ramps to be replaced. ADA access ramps to be replaced shall reference City standards plans and a detailed design will not be completed. Some notes may still need to be added, but the design will be substantially complete. Any comments from the City on the 60% plans will be addressed, all required notes added, and a 100% plan set will be provided for final comment. All final comments will then be addressed, and the final signed and sealed plan set will be provided on mylars ready for City approval and signatures.

TASK 4.2 – CONTRACT DOCUMENTS

HR Green will prepare draft contract documents for inclusion in the 100% submittal. Any comments from the City on the draft contract documents will be addressed and the final signed and sealed contract documents will be provided for City approval and signature.

The contract documents will be structured to provide for a base bid to include all FY 21-22 streets and additional additive alternate bid schedules for each subsequent fiscal year.

TASK 4.3 – OPINION OF PROBABLE CONSTRUCTION COST

HR Green will prepare an updated cost estimate for inclusion in the 60% submittal. This submittal will include any additions and/or revisions to quantities and unit costs based on the approved pavement rehabilitation



recommendations provided in the 30% submittal. Any comments from the City will then be addressed and a 100% cost estimate will be provided for final comment. All final comments will then be addressed, and the final cost estimate will be provided.

Deliverables:

- ▶ 60%, 100%, and final Improvement plans
- ▶ 60%, 100%, and final contract documents
- ▶ 60%, 100%, and final cost estimates

Note: The Contract documents are generally prepared in accordance with the provisions of the Standard Specifications and Standard Plans for Public Works Construction ("Greenbook"); Moreno Valley standard construction agreement; "boiler plate" contract document; City standard plans; and Caltrans standard plans and specifications as appropriate.

PROPOSED SCHEDULE

	February	March	April	May	June
Notice to Proceed					
30% Submittal					
60% Submittal					
100% Submittal					
Final Mylar Submittal					

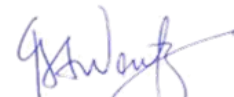
PROPOSED FEE

HR Green proposes to provide these services on a time and materials, **not to exceed \$550,107.40** per the breakdown attached under separate cover.

Sincerely,

HR GREEN PACIFIC, INC.


Chase Keys, PE
 Municipal Services Manager II


George A. Wentz
 Vice President

Attachment: First Amendment to Agreement for Professional Consultant Services (5677 : APPROVE THE FIRST AMENDMENT TO THE



HOWARD R. GREEN COMPANY: PROJECT BUDGETING WORKSHEET

PROJECT NAME: Citywide Pavement Rehabilitation Program (FY2026/27 - FY2030/31)
 PROJECT NUMBER: 211013
 CLIENT: City of Moreno Valley
 CLIENT CONTACT: Quang Nguyen
 PROJECT MANAGER: Chase Keys

Task	DESCRIPTION OF TASK	Labor Task Total	ODC Task Total	Task Total	PIC	QA/QC	PROJ. MGR.	PROJ. ENG.	ASST. ENGR.	DESIGN TECH.	EXPENSES		Notes
											Mileage Auto Unit	Sub Contractor Total	
	TOTAL HOURS	4359				8	384	386	1560	1952			
	COST PER HOUR/UNIT (CHARGE-OUT RATE)					285	175	160	120	110	0.560	10%	
	TOTAL LABOR COST	\$548,685.00	\$1,422.40	\$550,107.40		2280	67200	61760	187200	214720	1,422.40	-	
	% OF TOTAL COST					0.4%	2.8%	11.2%	34.0%	39.0%			
1.0	PROJECT MANAGEMENT/MEETINGS	17,660.00	302.40	17,962.40	8	12	40	24	8	8	540	302.40	
2.0	PROJECT RESEARCH AND INVESTIGATION												
2.1	Document Research	960.00		960.00					8				
2.2	Utility Coordination	5,850.00		5,850.00			6		40				
2.3	Prepare Base Maps	68,000.00		68,000.00					200	400			
2.4	Field Reconnaissance	47,200.00	1,120.00	48,320.00			160		160		2000	1,120.00	
3.0	CONCEPT PLANS AND ESTIMATE (30%)												
3.1	Conceptual Improvements Plans	40,400.00		40,400.00		8	24	40	160	80			
3.2	Conceptual Opinion of Probable Construction Costs	2,735.00		2,735.00		1	2	2	8	8			
4.0	PLANS, SPECIFICATIONS, AND ESTIMATES (60%, 90%, AND FINAL)												
4.1	Improvement Plans	355,480.00		355,480.00		40	144	304	952	1440			
4.2	Contract Documents	3,840.00		3,840.00		4	4	8	8	8			
4.3	Opinion of Probable Construction Costs	6,560.00		6,560.00		4	4	8	16	16			



Report to City Council

TO: Mayor and City Council

FROM: Brian Mohan, Assistant City Manager

AGENDA DATE: February 1, 2022

TITLE: AUTHORIZE FIRST AMENDMENT TO AGREEMENT WITH GOFORTH & MARTI DBA G/M BUSINESS INTERIORS FOR FURNISHING FURNITURE AND EQUIPMENT FOR CITYWIDE FACILITIES AND PROVIDING RELATED INSTALLATION AND MAINTENANCE SERVICES

RECOMMENDED ACTION

Recommendations:

1. Approve the First Amendment to Agreement for Contractor Services with Goforth & Marti DBA G/M Business Interiors, in order to continue to provide for professional services and products to design, replace, install, or repair prefabricated furniture and associated equipment at various City of Moreno Valley facilities;
2. Authorize the City Manager, or his designee, to execute the First Amendment to Agreement for Contractor Services with G/M Business Interiors, to increase contracted amount by \$400,000 for a total not-to-exceed amount of the five-year Agreement of \$450,000, subject to the approval of the City Attorney;
3. Authorize a Change Order to increase the Contract for G/M Business Interiors for the amount of \$400,000.00 when the First Amendment has been signed by all parties; and
4. 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 First Amendment to Agreement with G/M Business Interiors to increase the previously approved contract amount by \$400,000 in order to continue to provide for professional services and products to design, replace, install, or repair prefabricated furniture and associated equipment at various City of Moreno Valley facilities.

DISCUSSION

In an effort to meet ergonomic needs and Americans with Disabilities Act (ADA) requirements, the City continues upgrading its facilities equipment and furniture citywide and looking for more cost-effective and efficient ways to purchase new equipment and furniture. The City Municipal Code 3.12.260 - Materials, supplies and equipment, where advantageous for the City, allows for purchasing supplies, materials, equipment or contractual services through legal, competitively awarded contracts with or of other governmental jurisdictions or public agencies, including California Multiple Award Schedules (CMAS) commonly referred to as “piggybacking,” without further contracting, solicitation or formal bidding. The City follows example from the County of Riverside and other local cities which piggyback onto existing contract (Contract #RCA-017-18010014) between the County of Orange and G/M Business Interiors (formerly known as Interior Office Solutions) for purchasing furniture and facility equipment. The City will be able to save time and money by purchasing furniture and equipment from G/M Business Interiors under the County of Orange Contract.

The City entered into an agreement with G/M Business Interiors on July 6, 2021 for purchasing furniture and equipment as well as obtaining related design, installation, and maintenance services for its facilities at a not-to-exceed amount of \$50,000. In order to continue meeting more equipment and furniture needs, as well as future anticipated expenses for ergonomic upgrades as recommended by the City ergonomic consultant, staff requests approval of an amendment to the agreement with G/M Business Interiors with a budget increase of \$400,000 to cover the future anticipated costs. The current agreement with G/M Business Interiors has a contract term of five years and will remain in effect until June 30, 2026.

ALTERNATIVES

1. Approve the First Amendment to Agreement for Independent Contractor Services with G/M Business Interiors to provide professional office furnishing services and products. *This alternative is recommended by staff.*
2. Do not approve the First Amendment to Agreement for Independent Contractor Services with G/M Business Interiors thereby leaving the Division without a contractor for ergonomic and ADA office furnishing services. *This alternative is not recommended by staff.*

FISCAL IMPACT

Each division will be responsible for providing sufficient funding for purchasing and maintaining its own furniture and equipment. No budget amendment is being requested with this report.

NOTIFICATION

Publication of agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Felicia London
Purchasing & Sustainability Division Manager

Department Head Approval:
Brian Mohan
Assistant City Manager

CITY COUNCIL GOALS

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

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

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

CITY COUNCIL STRATEGIC PRIORITIES

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

ATTACHMENTS

To view large attachments, please click your “bookmarks”  on the left hand side of this document for the necessary attachment.

1. First Amendment to Agreement with GM Business Interiors
2. GM Business Interiors Agreement
3. G/M Business Interiors County Agreement

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	1/25/22 5:06 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	1/25/22 5:25 PM

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

The First Amendment to Agreement is by and between the CITY OF MORENO VALLEY, a municipal corporation, hereinafter referred to as "City," and Goforth & Marti DBA G/M Business Interiors, hereinafter referred to as "Contractor." This First Amendment to Agreement is made and entered into effective on the date the City signs this Amendment.

RECITALS:

Whereas, the City and Contractor entered into an Agreement entitled "AGREEMENT FOR ON- SITE AND/OR PROFESSIONAL SERVICES," hereinafter referred to as "Agreement," dated July 6, 2021.

Whereas, the Contractor is providing professional services and products to design, replace, install, or repair prefabricated furniture and associated equipment at various City of Moreno Valley facilities contracting services.

Whereas, it is desirable to amend the Agreement to increase the Contractor's compensation by an additional \$400,000 pursuant to Exhibit C.1 of said Agreement.

AMENDMENT TO ORIGINAL AGREEMENT:

1. The recitals section of the Original Agreement is amended to include the following: "Contractor is awarded this Agreement using Regional Cooperative Agreement Contract #RCA-017-18010014, awarded by the County of Orange/County Procurement Office;"
2. Exhibit A to the Original Agreement is amended to include the following: "CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in the Regional Cooperative;"
3. Exhibit A to the Original Agreement, item A is amended to include the following: "This Agreement between the City of Moreno Valley and Contractor is for professional services and products to design, replace, install, or repair prefabricated furniture and associated equipment at various City of Moreno Valley facilities;" and
4. Exhibit C.1 shall be amended to read as: "The Contractor's compensation shall not-to-exceed \$450,000 over the total time period of the Agreement unless modified by an Amendment signed by all parties."
5. The Agreement termination date of June 30, 2026 is not extended by this Amendment.

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

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

City of Moreno Valley

Goforth & Marti DBA G/M Business Interiors

By: _____
Mike Lee
City Manager

By: _____
Josie Wong Donley
CFO/Vice President

Date: _____

Date: _____

<p style="text-align: center;"><u>INTERNAL USE ONLY</u></p> <p style="text-align: center;">APPROVED AS TO FORM:</p> <p style="text-align: center;">_____ City Attorney</p> <p style="text-align: center;">_____ Date</p> <p style="text-align: center;">RECOMMENDED FOR APPROVAL:</p> <p style="text-align: center;">_____ Department Head</p> <p style="text-align: center;">_____ Date</p>
--

Attachment: First Amendment to Agreement with GM Business Interiors (5688 : AUTHORIZE FIRST AMENDMENT TO AGREEMENT WITH

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 **Goforth & Marti DBA G|M Business Interiors**, a Corporation, with its principal place of business at **1099 W La Cadena Dr. Riverside, CA 92501**, 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 labor only to design, replace, install, or repair prefabricated furniture and associated equipment at various City of Moreno Valley facilities required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing professional labor only to design, replace, install, or repair prefabricated furniture and associated equipment at various City of Moreno Valley facilities, is licensed in the State of California, if applicable;
- C. City desires to engage Contractor to render such services for the labor only to design, replace, install, or repair prefabricated furniture and associated equipment at various City of Moreno Valley facilities 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: Goforth & Marti DBA G|M Business Interiors
 Address: 1099 W La Cadena Dr.
 City: Riverside State: CA Zip: 92501
 Business Phone: (951) 684-0870
 Business License Number: 22888
 Federal Tax I.D. Number: 95-2091271

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.

Attachment: GM Business Interiors Agreement (5688 : AUTHORIZE FIRST AMENDMENT TO AGREEMENT WITH GOFORTH & MARTI DBA G|M

- B. The City's responsibilities, other than payment, are described in Exhibit "B" attached hereto and incorporated herein by this reference.
- C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.
- D. The term of this Agreement shall be from July 1, 2021 to June 30, 2026 provided that annual funding appropriations and program approvals have been granted by the City Council and if no written notice of termination is received by either party. In the event that the City Council does not grant necessary funding appropriation and/or program approval, then the affected multi-year agreement becomes null and void, effective July 1st of the fiscal year for which such approvals have been denied. The City acknowledges that it will not unreasonably withhold approval of the Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

3. **STANDARD TERMS AND CONDITIONS:**

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

All work or services performed within the State of California pursuant to this Agreement by Contractor, Contractor's employees and independent contractors, or Contractor's subcontractors and its subcontractors' employees and independent contractors shall be performed by individuals lawfully permitted to perform such work or services in the State of California and/or the United States of America pursuant to all applicable State and/or Federal labor

laws, rules and regulations including, but not limited to, any State or Federal law, rule or regulation prohibiting the employment of undocumented workers or any other person not lawfully permitted to perform said work or services in the State of California or the United States of America.

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

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

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

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

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

- D. Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.
- E. Substitution of Key Personnel. Contractor has represented to City that certain key personnel will perform and coordinate the services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the project or a threat to the safety of persons or property, shall be promptly removed from the project by the Contractor at the request of the City. The key personnel for performance of this Agreement are as follows: **Martha Caldera**
- 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 **Martha Caldera**, 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	\$1,000,000 per occurrence/ \$2,000,000 aggregate

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

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

Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, their officers, officials, employees, agents, and volunteers 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, their officers, officials, employees, agents, and volunteers 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:

Goforth & Marti DBA G|M Business Interiors
 1099 W La Cadena Dr.
 Riverside, CA 92501
 Attn: Diana Nickell & Mike Akin

City:

City of Moreno Valley
 14177 Frederick Street
 P.O. Box 88005
 Moreno Valley, CA 92552
 Attn: Purchasing & Sustainability Division Manager

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

- T. Time of Essence. Time is of the essence for each and every provision of this Agreement.

- U. City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this project.
- V. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.
- W. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.
- X. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the parties.
- Y. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.
- Z. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- AA. Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.
- BB Supplementary General Conditions (for projects that are funded by Federal programs). The following provisions, pursuant to 44 Code of Federal Regulations, Part 13, Subpart C, Section 13.36, as it may be amended from time to time, are included in the Agreement and are required to be included in all subcontracts entered into by CONTRACTOR for work pursuant to the Agreement, unless otherwise expressly provided herein. These provisions supersede any conflicting provisions in the General Conditions and shall take precedence over the General Conditions for purposes of interpretation of the General Conditions. These provisions do not otherwise modify or replace General Conditions not in direct conflict with these provisions. Definitions used in these provisions are as contained in the General Conditions.
1. CONTRACTOR shall be subject to the administrative, contractual, and legal remedies provided in the General Conditions in the event CONTRACTOR violates or breaches terms of the Agreement.
 2. CITY may terminate the Agreement for cause or for convenience, and CONTRACTOR may terminate the Agreement, as provided the General Conditions.
 3. CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in

excess of \$10,000 by CITY and/or subcontracts in excess of \$10,000 entered into by CONTRACTOR.)

4. CONTRACTOR shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and subcontracts for construction or repair.)

5. CONTRACTOR shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a7) as supplemented by Department of Labor regulations (29 CFR Part 5).

6. CONTRACTOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327330) as supplemented by Department of Labor regulations (29 CFR Part 5).

7. CONTRACTOR shall observe CITY requirements and regulations pertaining to reporting included in the General Conditions.

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

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

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

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

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


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

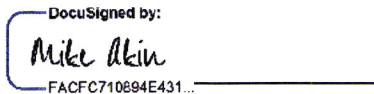
SIGNATURE PAGE TO FOLLOW

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

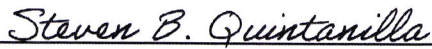
City of Moreno Valley


Goforth & Marti DBA
GJM Business Interiors

BY: 
Mike Lee
City Manager
7/6/21
Date

BY: 
FACFC710894E431...
Mike Akin
Vice President/CPO
07/01/2021
Date

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

City Attorney
07/02/2021
Date

RECOMMENDED FOR APPROVAL:

Department Head
7-6-21
Date

Attachment: GM Business Interiors Agreement (5688 : AUTHORIZE FIRST AMENDMENT TO AGREEMENT WITH GOFORTH & MARTI DBA GJM

EXHIBIT A
CONTRACTOR'S SCOPE OF SERVICES

- A. This Agreement between the City of Moreno Valley and Contractor is for the professional labor only to design, replace, install, or repair prefabricated furniture and associated equipment at various City of Moreno Valley facilities required by the City
- B. Requests for service will be conveyed from the City via telephone or email requesting an informal or formal quote or proposal. There is no minimum or maximum number of service calls.
- C. Quotes and proposals must be prepared in accordance with the request for service and be submitted to the City prior to work being performed unless otherwise directed. Jobs valued in excess of \$1,000 will be quoted at prevailing wage.
- D. Work may include, but is not limited to the installation, repair, assembly, disassembly, AutoCad design, relocation, or replacement of office or modular furniture, power poles, and keyboard trays.
- E. This scope of work excludes any work other than incidental (less than 10 square feet) of any material containing asbestos. The contractor will immediately stop work if any encountered material is suspected to be asbestos and report the finding of the Purchasing & Facilities Division Manager.
- F. All materials and completed work must meet local, county, state, and federal codes and regulations.
- G. Submission of Material Safety Data Sheets (MSDS) are mandatory for any supply or material used on the job or supplied in the course of this Agreement prior to receipt of or with the first shipment of hazardous material. Also, at any time the content of an MSDS is revised, the Contractor is required to provide new information relevant to the specific material.
- H. The Contractor shall provide manufacturer's warranties and warranty workmanship, operation and performance as described within this Agreement.

**EXHIBIT B
CITY'S RESPONSIBILITIES**

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

EXHIBIT C

TERMS OF PAYMENT

1. The Contractor's compensation shall not exceed \$50,000 over the total time period of the Agreement unless modified by an Amendment signed by all parties.
 - a. There shall be no charge for quotes or proposals.
 - b. There shall be no trip charge.
 - c. There shall be no fuel surcharge.
 - d. Parts shall be charged at no more than 15% above list price.
 - e. All labor shall be warranted for 90 days.
 - f. All parts shall be warranted per the manufacturer's implied warranty.
 - g. Labor repair costs during regular business hours (Monday through Friday, 7:30am - 5:00pm) shall be \$42 for non-prevailing wage and \$47 for prevailing wage. Labor repair costs outside regular business hours (Monday through Friday, 5:01pm - 7:29am) shall be \$52 for non-prevailing wage and \$57 for prevailing wage. There is no minimum number of hours required or charged.
2. The Contractor will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: http://www.moval.org/do_biz/biz-license.shtml
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 Purchasing & Sustainability Division at

Purchasing Division@moval.org or calls directed to (951) 413-3190.

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.

Dena Heald

From: Vanessa Leccese
Sent: Tuesday, July 6, 2021 8:49 AM
To: Executive Team & Administrative Staff_DG; DivMgrs & Administrative Staff_DG
Subject: Brian Mohan--Out of Office

Good morning,

Brian Mohan, Assistant City Manager/CFO/City Treasurer, will be out of the office beginning Tuesday, July 6, 2021, returning on Monday, July 12, 2021. In his absence, Michael Wolfe, Assistant City Manager/PW Director, will have full signature authority for City Manager-related items. Dena Heald, Deputy Finance Director, will have full signature authority for Financial Management Services that require a wet signature. Brian will continue to approve all New World requests.

Thank you,

Vanessa Leccese
Executive Assistant I
Human Resources
City of Moreno Valley

p: 951.413.3029 | e: vanessal@moval.org w: www.moval.org

14177 Frederick St., Moreno Valley, CA 92553

Attachment: GM Business Interiors Agreement (5688 : AUTHORIZE FIRST AMENDMENT TO AGREEMENT WITH GOFORTH & MARTI DBA G/M



REGIONAL COOPERATIVE AGREEMENT (RCA)
CONTRACT #RCA-017-18010014
BETWEEN
COUNTY OF ORANGE /COUNTY PROCUREMENT OFFICE
AND
INTERIOR OFFICE SOLUTIONS
FOR
OFFICE FURNITURE, INSTALLATION AND RELATED SERVICES

This Agreement, hereinafter referred to as "Contract", is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California; hereinafter referred to as "County," and Interior Office Solutions, with a place of business at 17800 Mitchell North, Irvine, CA 92614-6004; hereinafter referred to as "Contractor," with County and Contractor sometimes referred to as "Party" or collectively as "Parties."

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are incorporated by reference into this Contract herein:

Attachment A – Scope of Work
 Attachment B – Compensation, Payment and Invoicing Instructions
 Attachment C – Pricing/Discount Schedule and Other Fees

RECITALS

WHEREAS, Contractor responded to a Request for Proposal ("RFP") for providing Office Furniture, Installation and Related Services as further set forth herein; and

WHEREAS, Contractor responded and represented that its proposed products/services shall meet or exceed the requirements and specifications of the RFP; and

WHEREAS, County of Orange Board of Supervisors has authorized the Purchasing Agent or his designee to enter into this Contract for Office Furniture, Installation and Related Services with Contractor;

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

County General Terms and Conditions:

- A. Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California, without reference to conflicts of law provisions. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding California Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.
- B. Entire Contract:** This Contract, when accepted by Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire Contract between the Parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental

Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or his designee, hereinafter "Purchasing Agent."

- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.
- E. **Delivery:** Time of delivery of services is of the essence in this Contract. Time of the essence is not waived in any way by County's waiver of or failure to take action with respect to any one particular time of the essence breach. County reserves the right to refuse any services and to cancel all or any part of the descriptions or services that do not conform to the prescribed Attachment A, Scope of Work. Delivery shall not be deemed to be complete until all services have actually been received and accepted in writing by County pursuant to paragraph "F".
- F. **Acceptance/Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance by County and in accordance to Attachment B, Compensation, Payment and Invoice Instructions for Contracted Services.
- G. **Warranty:** Contractor expressly represents and warrants that the goods/services covered by this Contract are fit for the particular purpose for which they are intended. Contractor will indemnify, defend and hold County and County Indemnities, as more fully described in paragraph "Z", harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the services to conform to such representations and warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "HH" below, it shall indemnify, defend and hold County and County Indemnities harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.
- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical

condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of Section 1720 et seq. of the California Labor Code.

- K. Termination:** In addition to any other remedies or rights it may have by law and those set forth in this Contract, County has the right to terminate this Contract without penalty immediately with cause or after thirty (30) days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of Contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligations.
- L. Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. Performance Warranty:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other services furnished by Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by sub-contractors.
- O. Insurance Provision:** Prior to the provision of services under this Contract, Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy County that the insurance provisions of this Contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any SIR in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and Contractor's SIR provision shall be interpreted as though Contractor was an insurer and County was the insured.

If Contractor fails to maintain insurance acceptable to County for the full term of this Contract, County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by Contractor shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 combined single limit per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the **County of Orange, its elected and appointed officials, officers, agents and employees** as Additional Insureds, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN CONTRACT**.

- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the *County of Orange, its elected and appointed officials, officers, agents and employees* or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN CONTRACT**.

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which County may suspend or terminate this Contract.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the department address listed in paragraph "36", Notices.

If Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the department purchasing division, award may be made to the next qualified Offeror.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

P. Changes: Contractor shall make no changes in the work or perform any additional work without County's specific written approval.

Q. Change of Ownership: Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.

County reserves the right to immediately terminate the Contract without penalty in the event County determines that the assignee is not qualified or is otherwise unacceptable to County for the provision of services under this Contract.

R. Force Majeure: Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to

County within thirty-six (36) hours of the start of the delay and Contractor avails himself of any available remedies.

- S. Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- T. Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "HH" below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnities harmless from all liability, damages, costs, and expenses arising from or related to a violation of such laws.
- U. Freight (F.O.B. Destination):** Prior to County's express acceptance of delivery of products. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- V. Severability:** If any term, covenant, condition, or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.
- X. Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of its own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that it has not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Contract.
- Y. Employee Eligibility Verification:** Contractor represents and warrants that it is and will remain in full compliance with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. Contractor shall obtain, from all employees, consultants and subcontractors performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 *et seq.*, as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employee, consultants and subcontractors for the period prescribed by the law. Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, County, its agents, officers, and

employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

- Z. Indemnification Provisions:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.
- AA. Audits/Inspections:** Contractor agrees to permit County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. County will provide reasonable notice of such an audit or inspection.
- County reserves the right to audit and verify Contractor's records before final payment is made.
- Contractor will maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor will allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor will include a similar right to County to audit records and interview staff of any subcontractor related to performance of this Contract.
- Should Contractor cease to exist as a legal entity, Contractor's records pertaining to this agreement shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to County's project manager.
- BB. Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
- CC. Expenditure Limit:** Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach seventy-five percent (75%) of the dollar limit on the Contract. County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

Additional Terms and Conditions

- 1. Scope of Contract:** This Contract specifies the contractual terms and conditions by which County will procure goods from Contractor as further detailed in the Scope of Services, identified and incorporated herein by this reference as "Attachment A"

2. **Contract Term:** This Contract shall commence on **November 15, 2017**, upon all necessary signatures, and shall continue for five (5) calendar years from that date, through and including **November 14, 2022**, unless otherwise terminated by County. This Contract is non-renewable.
3. **Regional Cooperative Agreement (RCA):** The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of this Contract a Contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. County of Orange makes no guarantee of usage by other users of this Contract.

Contractor shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to County, at the County's request.
4. **Americans with Disabilities Act (ADA):** Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 22; California Government Code, Sections 11135 *et seq*; and other federal and state laws and executive orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities.
5. **Authorization Warranty:** Contractor represents and warrants that the person executing this Contract on behalf of and for the Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition and obligation of this agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.
6. **Breach of Contract:** The failure of Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - i. Terminate the Contract immediately, pursuant to Section K herein;
 - ii. Afford Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - iii. Discontinue payment to Contractor for and during the period in which Contractor is in breach; and
 - iv. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to the above.
 - v. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.
7. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
8. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended; Section 504 of the

Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

9. **Compensation:** Contractor agrees to accept the specified compensation as set forth in Attachment B, Compensation, Payment and Invoice Instructions, as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by Contractor of all its duties and obligations hereunder.
10. **Conditions Affecting Work:** Contractor shall be responsible for taking all steps reasonably necessary, to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to County. County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the county are expressly stated in the Contract.
11. **Contractor – Change in Ownership:** Contractor agrees that if there is a change in ownership prior to completion of this Contract, the new owner will be required, under terms of sale, to assume this Contract and complete it to the satisfaction of County.
12. **Conflict of Interest – Contractor’s Personnel:** Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of County. This obligation shall apply to the Contractor; Contractor’s employees and agents, associated with accomplishing work and services hereunder. Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of County.
13. **Conflict of Interest – County Personnel:** County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
14. **Conflict with Existing Law:** Contractor and County agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of Contract shall remain in full force and effect. Either Party having knowledge of such term or provisions shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of the Contract, Contract shall be terminated in a manner commensurate with interests of both Parties to the maximum extent reasonable.
15. **Contingent Fees:** Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of Contractor or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

For breach or violation of this warranty, County shall have the right to terminate this Contract in accordance with the termination clause and at its sole discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from Contractor.

- 16. Contractor's Expense:** Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. County will not provide free parking for any service in County Civic Center.
- 17. Contractor Personnel-Reference Check:** Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the department issuing this Contract.
- 18. Contractor Personnel-Uniform/Badges/Identification:** Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility under this Contract.
- All Contractor's employees shall be required to wear uniforms, badges, or other means of identification which are to be furnished by Contractor and must be worn at all times while working on County property. The assigned buyer must be notified in writing, within seven days of notification of award of Contract of the uniform and /or badges and/or other notification to be worn by employees prior to beginning work and notified in writing seven days prior to any changes in this procedure.
- 19. Contractor's Power and Authority:** Contractor warrants that it has the full power and authority to grant the rights herein granted and will hold County hereunder harmless from and against any loss, cost, liability and expense, including reasonable attorney fees, arising out of any breach of this warranty. Further, Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of County under this Contract.
- 20. Contractor's Project Manager & Key Personnel:** Contractor shall appoint a project manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This project manager shall be subject to approval by the County and shall not be changed without the written consent of County's Project Manager, whose consent shall not be unreasonably withheld.
- Contractor's Project Manager and key personnel shall be assigned to this project for the duration of this Contract and shall diligently pursue all work and services to meet the project time lines. Key personnel are those individuals who report directly to Contractor's project manager.
- 21. Contractor's Records:** Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of seven (7) years after final payment is received from County. Storage of records in another county will require written approval from the County of Orange assigned DPA.
- 22. Contractor Work Hours and Safety Standards:** Contractor shall ensure compliance with all safety and hourly requirements for employees in accordance with federal, state and County's safety regulations and laws.
- 23. County Of Orange Child Support Enforcement:** Contractor certifies it is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of the Contract with County of Orange. Failure to comply shall constitute a material breach of the Contract and failure to cure such breach within 60 calendar days of notice from County shall constitute grounds for termination of the Contract."
- 24. Data- Title To:** All materials, documents, data or information obtained from County data files or any County medium furnished to Contractor in the performance of this Contract will at

all times remain the property of County. Such data or information may not be used or copied for direct or indirect use by Contractor after completion or termination of this Contract without the express written consent of County. All materials, documents, data or information, including copies, must be returned to County at the end of this Contract.

25. **Debarment:** Contractor shall certify that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. Where Contractor as the recipient of federal funds, is unable to certify to any of the statements in the certification, Contractor must include an explanation with their proposal. Debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department or agency may result in the proposal being deemed non-responsible.
26. **Default:** In case of default by Contractor, County of Orange may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying County the difference between the Contract cost and the price paid, and County may deduct this cost from any unpaid balance due Contractor. The price paid by County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.
27. **Delivery Location – No Loading Dock:** Delivery locations may not have loading docks. Contractor is required to make all necessary arrangements for lift trucks or other means necessary to complete delivery. Inside delivery to secured facilities may be required.
28. **Disputes – Contract:**
- a. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's project manager and the County's project manager, such matter shall be brought to the attention of the County Purchasing Agent by way of the following process:
 - i. Contractor shall submit to the department assigned DPA a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless County, on its own initiative, has already rendered such a final decision.
 - ii. Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which Contractor believes County is liable.
 - b. Pending the final resolution of any dispute arising under, related to, or involving this Contract, Contractor agrees to diligently proceed with the provision of services under this Contract. Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of County shall be expressly identified as such, shall be in writing, and shall be signed by County Purchasing Agent or his designee. If County fails to render a decision within ninety (90) days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. Nothing in this section shall be construed as affecting County's right to terminate the Contract for Cause or Terminate for Convenience as stated in Section K herein.

29. **Drug-Free Workplace:** Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. Contractor will:
- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
 - b. Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. The organization's policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation and employee assistance programs; and
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
 - c. Provide as required by Government Code Section 8355(c) that every employee who works under this Contract:
 - i. Will receive a copy of the company's drug-free policy statement; and
 - ii. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, Contractor may be ineligible for award of any future County Contracts if the County determines that any of the following has occurred:

- a. Contractor has made false certification, or
 - b. Contractor violates the certification by failing to carry out the requirements as noted above.
30. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom the County pays \$600 or more or with whom County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as "an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at http://www.edd.ca.gov/Employer_Services.htm

31. **Firm Price Quotes:** Prices quoted herein shall be firm for the duration of the Contract.
32. **Gratuities:** Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Contractor or any agent or representative of Contractor to any officer or employee of County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, County shall have the right to terminate the Contract, either

in whole or in part, and any loss or damage sustained by County in procuring on the open market any services which Contractor agreed to supply shall be borne and paid for by Contractor. The rights and remedies of County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

- 33. Interpretation of Contract:** In the event of a conflict or question involving the provisions of any part of this Contract, interpretation and clarification as necessary shall be determined by County's assigned buyer. If disagreement exists between Contractor and County's assigned buyer in interpreting the provision(s), final interpretation and clarification shall be determined by County's Purchasing Agent or his designee.
- 34. Lobbying:** On best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, Contractor to any person for influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 35. News/Information Release:** Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this agreement without first obtaining review and written approval of said news releases from County through County's Project Manager.
- 36. Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

For Contractor: Interior Office Solutions
 Attention: Paula Ray
 17800 Mitchell North
 Irvine, CA 92614
 Phone No: (949) 724-9444
 Email: Pray@iosinc.net

For County: County of Orange
 County Procurement Office
 Attention: Gabriela George
 1300 S. Grand Ave., Bldg., A, 2nd Floor
 Santa Ana, CA 92705
 Phone No: (714) 567-7641
 Email: Gabriela.George@ocgov.com

- 37. Orders:** Contractor shall receive written or verbal requests from individual County departments on an as-needed basis form items in this Contract, subject to the terms, conditions, and pricing listed herein.

- 38. Order Confirmation by Contractor:** Contractor shall be responsible for confirming specifications, quantities, and pricing with the contracting department contract person prior to order entry/delivery.
- 39. Order Dates:** Orders may be placed during the term of the Contract even if delivery may not be made until the term of the Contract. Order dates take precedence over delivery dates. Contractor must clearly identify the order date on all invoices to County.
- 40. Parking for Delivery Services:** County of Orange will not provide free parking for delivery services.
- 41. Precedence:** The Contract documents consist of this Contract and its attachments and exhibits. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the articles of this Contract, and then the exhibits and attachments.
- 42. Prevailing Wage (Labor Code § 1773):** Pursuant to the provisions of Section 1773 of the Labor Code of the state of California, the contractor shall comply with the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime wages in this locality for each craft, classification, or type of worker needed to execute this contract. The rates are available from the Director of the Department of Industrial Relations at the following website: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. The contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates. The contractor shall comply with the provisions of Sections 1775 and 1813 of the Labor Code.
- 43. Price Increase/Decrease:** No price increases will be permitted during the first period of the Contract. All price decreases will automatically be extended to the County of Orange. County requires bona fide proof of cost increases on Contracts prior to any price adjustment. A minimum of thirty (30)-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. County may enforce, adjust, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing Contractor's profit will not be allowed.
- 44. Project Manager, County:** County shall appoint a project manager to act as liaison between County and Contractor during the term of this Contract. County's Project Manager shall coordinate the activities of County staff assigned to work with Contractor.
- County's Project Manager shall have the right to require the removal and replacement of Contractor's Project Manager and key personnel. County's Project Manager shall notify Contractor in writing of such action. Contractor shall accomplish the removal within 14 calendar days after written notice by County's project manager. County's Project Manager shall review and approve the appointment of the replacement for Contractor's Project Manager and key personnel. Said approval shall not be unreasonably withheld.
- 45. Project Schedule:** The services performed under this Contract shall be done in accordance with the approved project schedule incorporated herein which may be revised at the option of County with Contractor's concurrence. Contractor shall be responsible for schedule adherence as outlined herein.
- 46. Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic at work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, a partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press releases, including graphic display information to be published in

newspapers, magazines, etc., are to be administered only by County unless otherwise agreed to by both Parties.

47. **Reports/Meetings:** Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Contract. The County's project manager and Contractor's project manager will meet on reasonable notice to discuss the Contractor's performance and progress under this Contract. If requested, Contractor's project manager and other project personnel shall attend all meetings. Contractor shall provide such information that is requested by County for the purpose of monitoring progress under this Contract.
48. **Sub-Contracting:** In the event that Contractor is authorized by County to sub-contract, this Contract shall prevail and the terms of the sub-contract shall incorporate by reference and not conflict with the terms of this Contract. In the manner in which County expects to receive services, County shall look to Contractor for performance and not deal directly with any sub-Contractor. All matters related to this Contract shall be handled by Contractor with County; County will have no direct contact with the sub-Contractor in matters related to the performance of this Contract. All work must meet the approval of the County of Orange.
49. **Substitutions:** Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.
50. **Tax ID Number:** Contractor shall include its taxpayer ID number on all invoices submitted to County for payment to ensure compliance with IRS requirements and to expedite payment processing.
51. **Transportation Charges:** Prices quoted shall include transportation charges governed by the minimum rate tariff established by the Public Utilities Commission (PUC) of the state of California. Should the prices be affected by the action of the PUC, the County of Orange will, with 30 days' notice and submission of proper evidence thereof by Contractor, make the necessary price adjustment during the term of this Contract.
52. **Usage:** No guarantee is given by County to Contractor regarding the discretionary components of this Contract. Usage figures, if provided, are approximate, based upon the last usage. Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at prices listed in the Contract, regardless of quantity requested.
53. **Usage Reports:** Contractor shall submit usage reports as requested by County. Contractor shall provide usage reports within fourteen days of such request. The usage report shall include all information requested by County, in a format specified by County.
54. **Validity:** The invalidity in whole or in part of any provision of this Contract shall not void or affect the validity of any other provision of the Contract.
55. **Waivers - Contract:** The failure of County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

SIGNATURE PAGE FOLLOWS

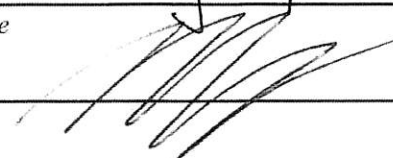
CONTRACT SIGNATURE PAGE

Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.


INTERIOR OFFICE SOLUTIONS

*If Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President.

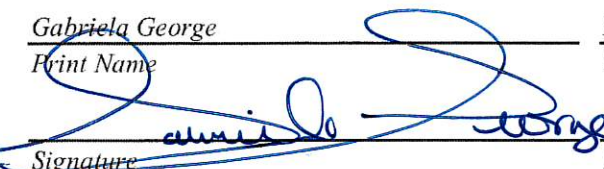
In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

Jesse Bagley _____ Title President
 Print Name
 _____ Date 11/10/2017
 Signature 

*The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer.

Brian Airth _____ Title Secretary
 Print Name
 _____ Date 11/10/2017
 Signature 

COUNTY OF ORANGE, a political subdivision of the State of California

Gabriela George _____ Title Deputy Purchasing Agent
 Print Name
 _____ Date 11/13/17
 Signature 

Attachment: G/M Business Interiors County Agreement (5688 : AUTHORIZE FIRST AMENDMENT TO AGREEMENT WITH GOFORTH & MARTI

ATTACHMENT A SCOPE OF WORK

1. GENERAL INFORMATION

- 1.1. **Introduction:** The County of Orange is a public sector governmental entity governed by a five member Board of Supervisors and comprised of 22 Departments with over 17,500 employees. Of these, about 3,500 are executives, managers and supervisors.

County's core businesses are public safety, public health, environmental protection, regional planning, public assistance, social services and aviation.

- 1.2. **Statement:** County solicited proposals for the provision of Office Furniture, Installation and Related Services, on an "as needed" basis and usage is not guaranteed, throughout the County of Orange. Products shall meet all specifications under this Contract and Attachments.

Contractor shall be able to manage separate contracts, as well as set-up separate accounts and invoice each County Department separately.

2. DEFINITIONS

- 2.1. **Authorized Dealer:** A furniture reseller that is authorized by a Manufacturer to distribute and/or resell their products.
- 2.2. **Base of Design:** A specific range of manufacturer's product, design, color, and style that is approved by the County.
- 2.3. **CAD Drawing:** Computer-Aided Design drawing that conveys the architectural design of the materials, processes and dimensions of the space plan. The purpose of a CAD Drawing is to ensure that all compliances are met for a project (e.g. ADA requirements, aisle space, seismic bracing, etc.).
- 2.4. **Catalog/Manufacturer Retail Price List:** Catalog/Retail Price list published by a furniture manufacturer.
- 2.5. **Consulting/Design Services:** Contractor shall conduct site visit to determine functionality and current office aesthetics, workplace productivity, design intent, ergonomics, and environmental concerns; provide layout/floor plan/CAD drawing under established budget communicating any and all cost savings methods; assist with selecting materials and finishes; create specifications and prepare preliminary and final proposal for County approval.
- 2.6. **Contractor Project Manager:** Verify delivery and installation schedule; process and track orders, attend meeting and oversee delivery and installation; complete punch list in a timely manner communicating any delays in writing to ensure on-time completion of furniture project.
- 2.7. **County Project Manager:** County department assigned project lead responsible for coordinating furniture projects.
- 2.8. **D-34 Classification:** Contractor's State License Board (CSLB) requirement for Contractor and/or subcontractors to maintain valid and current licensing classification status to perform installations of prefabricated and modular office systems per the California Code of Regulations, Division 8, Title 16, Article 3. Classification. Contractor is responsible for providing a current and valid copy of the D-34 classification license prior to award and must maintain said license during the entire Contract term.
- 2.9. **E-Catalog:** Contractor shall have available a list of products, including description and/or photo and prices published in an electronic document form on the internet.

- 2.10. **Floorplan/Layout:** A diagram, usually to scale, showing a view from above of the relationship between the physical layout of Systems and Free-Standing Modular Furniture objects with interior walls, hallways, windows and door locations.
- 2.11. **Inside Delivery:** Deliveries made to a building or warehouse that will be the end destination of the ordered product. If the deliveries are to be made in a secure area, Contractor shall make efforts to contact the location to arrange delivery. Contractor is to dispose of all packaging from the project location.
- 2.12. **Installer:** Contractor staff assigned to install and uninstall any prefabricated modular furniture. Contractor must have a current and valid D34 – Prefabricated Equipment Contractor Classification License with the CSLB. Prevailing Wages may apply.
- 2.13. **Lead Ship Time:** Quantity of time between product order and product ship time from manufacturer.
- 2.14. **Manufacturer’s Warranty:** Preprinted written warranty published by each individual manufacturer for a particular product and specifically endorsed by manufacturer to County.
- 2.15. **New Products:** Items that have not previously been incorporated into another project or facility.
- 2.16. **Pre-Qualified Product Specifications:** Where a specific manufacturer’s product is named as the “Basis of Design”, to establish the significant quantities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics.
- 2.17. **Products:** Items purchased using this RFP for installation on to county facilities. The term “product” includes the terms “material,” “equipment,” “systems,” and terms of similar intent.
- 2.18. **Reconfiguration Services:** To change or re-arrange the elements or setting of current furniture configurations to meet the changing needs of the County Department, which shall include consulting and design services and updated floor plan/layout/CAD drawings. To change the shape of formation of existing furniture. Remodel or restructure existing furniture pieces.
- 2.19. **Showroom:** Designated location where Contractor displays products for viewing and demonstration purposes.
- 2.20. **Special Warranty:** Written warranty required by or incorporated into this RFP, either to extend the time limit provided by manufacturer’s warranty or to provide more rights for the County.
- 2.21. **Standard Range:** Where specifications include the phrase “standard range of colors, patterns, textures” or similar phrase, County will select color, pattern, or texture from manufacturer’s product line that will be determined at a later date, and should not include premium items.
- 2.22. **Systems and Free-Standing Modular Furniture and Installation Services:** Under this Contract, Systems and Free-Standing Modular Furniture and Installation Services is defined as the efficient production, delivery and installation of furniture, related products and subsequent services that meets or exceeds all County, State and Federal requirements.
- 2.23. **Warehouse/Storage:** The safekeeping of goods in a depository or space available in a warehouse managed by Contractor. Action or method to store something for future use.
- 2.24. **Warehouseman (Storage):** A person who works or is responsible to manage a storage or warehouse facility, duties may include, but not limited to, moving goods, preserving goods and keeping inventory of items in the warehouse. Warehouseman shall only be used for inventory requests.

3. CONTRACTOR REQUIREMENTS AND RESPONSIBILITIES

Contractor shall perform all service(s) and duties, including but not be limited to, the following:

3.1. Product

- 3.1.1. **Catalog/Manufacturer Retail Price List:** Contractor shall provide catalogs and manufacturer's retail price list at no cost to County, as requested by County. Contractor shall provide updated catalogs that include price lists thirty (30) days in advance of being effective for County's approval. County prefers catalogs to be available in e-catalog format. During the contract period, Contractor shall provide updated catalogs and manufacturer's price list at no cost to County when they become available.
- 3.1.2. **Household Furniture:** Contractor shall be required to provide quotes for household furniture (i.e., sofas, chairs and ottomans) that are available by manufacturer catalog as needed.
- 3.1.3. **Missing Parts:** At County's request, Contractor shall provide usable and good quality loaner furniture for County's use until missing parts are received and successfully installed to the satisfaction of the County.
- 3.1.4. **Order Size:** Contractor shall not require a minimum quantity and/or cost per order. Contractor agrees to supply Contract items, as needed by County, at quoted discount regardless of size or order.
- 3.1.5. **Quality of Furniture:** All products must show first class workmanship in all phases of construction and shall be free from sharp edges, paint sags, etc., must be resistant to wear and ADA Compliant or merchandise will be rejected at Contractor's expense.
- 3.1.6. **Sample Products:** At County's request, Contractor shall provide chair samples to requesting Departments for a period of up to thirty (30) days for evaluation purposes and Contractor shall pick up sample products upon completion of the evaluation, at no cost to County.

3.2. Service

- 3.2.1. **Damage/Insurance Claims:** Responsibility for filling and handling of any insurance claims with any freight company lies with Contractor.
- 3.2.2. **Delivery and Installation:** Contractor will be responsible for coordinating all routine and complex deliveries with the Department's County Project Manager.
 - 3.2.2.1. Product(s) ordered must be uncrated, assembled (as applicable) and ready for delivery.
 - 3.2.2.2. Contractor shall pre-inspect furniture for quality, damages and/or completeness of order prior to scheduling delivery.
 - 3.2.2.3. Contractor shall be responsible for the disposal of all packaging materials from products ordered by County off and on County site.
 - 3.2.2.4. Uncrating at location of delivery will not be allowed unless authorized by County Project Manager in writing.
 - 3.2.2.5. Furniture shall be delivered blanket wrapped, unwrapped, assembled, set in place, wiped clean of all fingerprints and function demonstrated to County Project Manager and/or designee(s).
 - 3.2.2.6. Contractor shall notify County of any missing parts or manufacturer defects. County will not accept any defective products or products with missing parts.

- 3.2.2.7. Contractor will be completely responsible for all damages that may occur during delivery and installation. Factory direct shipping/delivery will not be accepted by County. Contractor shall ensure delivery site is left in a clean and orderly manner after installation is complete.
- 3.2.2.8. County will not take title until installation is complete and to the satisfaction of County.
- 3.2.3. **Defective/Damaged Products/Missing Parts:** Contractor shall notify County of defective/damaged/missing part products prior to delivery and place such products on re-order. Contractor shall notify County of lead time on re-ordered products.
- 3.2.4. **Existing Facility with Showroom:** County may request to visit Contractor's Showroom for viewing and demonstration of products.
- 3.2.5. **Lead Ship Time**
- 3.2.5.1. **Quick Ship Program:** Contractor shall inform County departments of available items from the various manufacturers' quick ship program and their lead/ship time.
- 3.2.5.2. **Lead Ship Time:** Upon order placement, Contractor shall notify County of ship time for orders placed.
- 3.2.5.3. **Manufacturer/Factory Delays:** Contractor shall notify County of any manufacturer/factory delays. County reserves the right to cancel orders due to manufacturer/factory delays, if it is in the best interest of the County. County may elect to cancel order(s) and seek equivalent product from another source. Contractor shall be held liable for price difference and County may seek damages.
- 3.2.5.4. **Partial Shipments:** Partial shipments will not be accepted by County unless authorized by the County Project Manager.
- 3.2.6. **Quote Process:** Contractor shall provide quotes on all projects and shall receive written confirmation, in a way of a Subordinate Contract or Purchase Order, prior to starting on any project.
- 3.2.6.1. Quotes for any project must be provided directly to the requesting Party (ies) as soon as possible or within one (1) business day from initial call/e-mail/meeting.
- 3.2.6.2. Quotes shall be coordinated and approved directly by each individual department. All County user Department(s) shall follow County Procurement Guidelines. No further approval from CPO is required.
- 3.2.6.3. All quotes submitted to County must include at a minimum, but not limited to:
- 1) Ordering Department Name;
 - 2) Order Date;
 - 3) Purchase Order (PO or CT) or Contract No. (MA)
 - 4) Requestor's Full Name and Phone Number;
 - 5) Details of the Project/ Item Description;
 - 6) Quantity;
 - 7) Quantity shipped/backordered;
 - 8) Product Unit of Measure;
 - 9) Manufacturer's current and published Catalog Suggested Retail List Price;

- 6) Applicable Percentage Discount;
- 7) County's Price;*
- 8) Total Price of Project;
- 9) Estimated Date of Delivery; and,
- 10) Estimated Completion of Project.

3.2.6.4. All quotes shall be invoiced separately and shall be sent directly to each requesting Department.

3.2.6.5. County Departments are not required to post quotes on BidSync.

3.2.6.6. County Departments shall be responsible to submit a copy of the quote with invoice at the time of invoice payment.

* Pricing shall be listed as Contractor's Published List Price, minus percentage and net price for each item listed on quote.

3.2.7. **Storage**

3.2.7.1. Contractor shall offer storage for products that arrive before projects start date at no additional cost to County.

3.2.7.2. Contractor shall provide a bonded warehouse facility separate and secured from other tenants, for the storage of furniture as agreed between Contractor and County until project start date.

3.2.7.3. Contractor's warehouse facility must be secured and have the required fire sprinklers.

3.2.7.4. Contractor's warehouse shall be owned or leased by Contractor and must be insured against theft, fire and any liability that may occur.

3.2.7.5. Contractor shall be able to store County's existing furniture when doing a reconfiguration project at any facility if and when needed. In addition, Contractor shall provide an inventory list of County owned warehoused items at no additional cost within three (3) business days of County request.

3.2.8. **Warehousing:** Contractor shall have the capacity to provide storage for office furniture ordered by County when project delay occurs. Contractor must provide warehousing at no cost to County for a minimum of thirty (30) days. If warehousing is still required after 30 days, warehousing charges shall be billed/invoiced according to Attachment B – Compensation, Payment and Invoice Instructions.

3.2.9. **Warranty:** Contractor must provide warranty information when providing quotes for any and all products.

3.2.10. **Warranty-Chairs:** All seating purchased against this RCA will bear a permanent, non-removable label attached under the seat indicating the manufacturer, model number of the chair, date of manufacturer completion date, date of order and warranty at time of seating.

3.3. County reserves the right to revise, remove or add additional requirements/responsibilities as deemed necessary throughout the term of this Contract.

4. **REQUIRED SERVICES**

Services shall include but not be limited to:

4.1. **Assembly and Installation Services**

- 4.1.1. Installation services shall include all material tools and labor necessary for acceptance of materials from carrier at ordering Departments.
- 4.1.2. Job site to be left clean and neat.
- 4.1.3. Any damage to County property incurred by Contractor will be repaired at Contractors' expense and any repairs will not be accepted unless approved by County.
- 4.1.4. If installation is required during evening and weekend hours, at times normally considered "overtime" as provided under state law, Contractor shall provide a hourly charge and the total estimated time of completion before work is too be done.

4.2. Design Services

- 4.2.1. For all County furniture orders, the design labor dollars required to program and development new furniture plans, furniture colors, materials and finishes, furniture specifications, and subsequent project management required to facilitate a well-managed and efficient jobsite installation will be priced separately the cost of the furniture.
- 4.2.2. Contractor shall provide precise electrical needs and exact number of electrical circuits required for proper operations of electrical equipment to be used within the furniture.

4.3. Space Planning Services

- 4.3.1. In the event that a qualified office furniture Contractor may offer additional design services, an hourly design rate shall be offered and negotiated with Contractor, by County.
- 4.3.2. Additional design services would include, but not be limited to feasibility studies, space plan conceptual modeling, full building finish schedules to include paint schedules, wall finishes, flooring, tile, carpeting, cove base, wall-covering, reflective ceiling plans, reconfiguration planning, move management and technology planning.
- 4.3.3. The qualified Contractor shall have employees that are certified interior designers with NCIDQ or CCIDC certifications with licenses and/or 4-year architectural degrees.

4.4. Special Project Management

- 4.4.1. Contractor shall provide project management for future Special Furniture Projects, in coordination with Contractor's Architects identified by County for a Building Retrofit, of which furnishings is a subset. County desires a partnership, allowing for flexibility and responsiveness during periods involving construction efforts.
- 4.4.2. Contractor shall be responsible for inventorying, refurbishing, designing, space-planning, moving, storing, matching, ordering, receiving, transporting, delivering, staging, installing, and inspecting furnishings, as indicated, and as needed, throughout the duration of the specific project.
- 4.4.3. Contractor shall provide a dedicated project team for the duration of this project.

5. PRODUCTS/SYSTEMS/MODULAR FURNITURE REQUIREMENTS

5.1. Selection:

Contractor shall provide systems/modular furniture including but not be limited to:

- 5.1.1. Product by a major manufacturer that meets all Occupational Safety and Health Administration (OSHA) standards and regulations, all Business and Institutional Furniture Manufacturers Association (BIFMA) acceptance test levels, and all Underwriters Laboratory (UL) requirements.
- 5.1.2. Compliance with specific building and fire code restrictions.

- 5.1.3. Meet all ADA (American Disability Act)/Section 504 requirements of design for all County buildings installations.
- 5.1.4. Multiple options available including materials, finishes, designs, sizes, functions, etc.
- 5.1.5. Provide ergonomically designed systems.
- 5.1.6. High quality steel lateral files, shelving and storage in various widths and heights.
- 5.1.7. Accessories such as paper management, keyboard trays, pencil drawers and other work tools.
- 5.1.8. Standard and Quick Ship Lead Times.

5.2. **Products Minimum Requirements:**

Systems/Modular Furniture

- 5.2.1. The complete catalog of all systems/modular furniture, lines, and accessories available from Contractor, to include all types of panel based modular componentry which can be customized to accommodate multiple workspace designs and applications. Systems should ideally include data, voice, and electrical cabling management systems within the system in a racetrack either at the top of the panel or along the bottom of the panel. All pieces of a system should be interchangeable to allow for design and remodel alterations at a future date. All electrical outlets and circuitry must be UL listed and CSA certified.
- 5.2.2. This description covers office systems/modular furniture designed to provide comprehensive office furniture environments through the ability to form a variety of workstation configurations. The systems/modular furniture shall consist of connecting, structural panels with provisions for mounting a wide range of furniture components, panel supported and/or freestanding work surfaces and drawer pedestals meeting the requirements specified herein.
- 5.2.3. All panels and components shall be of a design, material, and workmanship to withstand hard, daily usage over an extended life with a minimum of maintenance and repair. All panels shall stand erect and rest firmly on their bases to assure safety, good appearances, and provide for a stationary work position. All panels shall be plumb and level. Panels and components shall have identical range of modularity so that they are interchangeable between workstations. The system shall be capable of being installed over finished flooring without penetration or demarcation or the use of floor fasteners so as to allow for reconfiguration without any floor patching.
- 5.2.4. Contractor shall guarantee that the items offered, or functionally similar items that will interface with the system offered under the RFP, shall remain available and/or be compatible for a period of ten (10) years from date of award.
- 5.2.5. Contractor shall warrant their product against defects in materials and workmanship for a period of two (2) years from date of shipment.
- 5.2.6. Panels offered under this description shall include acoustical and non-acoustical, safety glazed, open, tackable, electrified and non-electrified with raceways. Wire management provisions shall be field convertible from powered to non-powered. Fabric is to be mid-grade or better.
- 5.2.7. All panels offered shall have a maximum smoke development rating of 150 and a maximum flame spread rating of 25 when tested as specified herein. The fabric covering shall be flame resistant.

- 5.2.8. Acoustical panels shall have a Noise Reduction Co-efficient (NRC) of approximately 0.85 and a Sound Transmission Class (STC) of approximately 40. 9. Panels shall be available in a variety of nominal heights and widths ranging from 28" to 80" high and 12" to 72" wide.
- 5.2.9. Panel raceways shall be designed to provide distribution of electrical, data, and communications cables in one or more raceways that are an integral part of the panel. The raceway(s) shall be totally accessible from both sides of the panel through the use of covers that are hinged or operable without the use of tools.
- 5.2.9.1. The electrical power distribution system shall be an integral component of the systems/modular furniture.
- 5.2.9.2. All electrical system components shall be CSA approved.
- 5.2.9.3. Power shall be supplied from the building wiring system to the systems/modular furniture through base or ceiling feeds.
- 5.2.9.4. In addition to the power distribution system, the raceway system shall be capable of containing both data and communication cabling equivalent to eight 25-pair category 5 awg 24 cables without interference from raceway electrical system.
- 5.2.10. The panel system shall be capable of connecting in a variety of configurations including connection of panels of differing heights and connection of two, three, or four panels from a single point.
- 5.2.11. The system shall provide for suspending components at varying heights on both sides of the panel. The system shall provide precise alignment of adjacent panels and shall include leveling glides to compensate for uneven floors. A minimum 3/4" adjustment range is required. When placed on a level surface with the glides fully retracted the maximum distance between the panel and the floor shall be 1 inch.
- 5.2.12. The furniture system shall include work surfaces that are panel supported and/or freestanding. When panel supported and freestanding surfaces are offered, they shall be of similar construction and appearance and shall allow the integration of both types within a workstation.
- 5.2.13. Top surfaces shall be high-pressure plastic laminate. The top shall be balanced to resist warping, and the underside shall be smoothly finished. Edges shall be vinyl T-molding or self-edge. When self-edging is used, the corners shall be eased.
- 5.2.14. The system shall include a variety of work surface depths between 18" and 30" and widths between 30" and 72". Dimensions outside these ranges are also acceptable, but shall be compatible with panel widths. The furniture system shall include drawer pedestals or individual drawer units that can form pedestals. Types may include surface mounted, freestanding and mobile pedestals. Freestanding and mobile pedestals shall be designed to allow use beneath a work surface. Finish options for drawer fronts to be metallic paint or wood veneer.
- 5.2.15. Drawer types shall include pencil or personal drawers, box drawers, and file drawers.
- 5.2.16. Pedestals shall be available with locks or locking devices. Units may be gang locks or may be individual drawer locks.
- 5.2.17. The furniture system shall include shelves and cabinets ranging from 2'-0" to 6'-0" widths (minimum). Cabinets shall be provided with a receding door or may be formed from a shelf and separate top and door assembly. Cabinet locks shall be available.

- 5.2.18. Panel supported lateral files and file bins may be offered. Freestanding lateral files, specifically designed to be used beneath a work surface may be included. Panel supported lateral files and file bins may be offered. Freestanding lateral files, specifically designed to be used beneath a work surface may be included.
- 5.2.19. The furniture systems/modular shall include task lighting. As a minimum, task lights shall be capable of mounting beneath a shelf or cabinet. Articulated arm, task lights which are panel mounted, ambient lights and under counter or panel mounted lights are also acceptable. Variable intensity or adjustable task lights are also acceptable. All lights offered shall be CSA approved. Task lights shall have individual on/off switches and shall be equipped with a diffusion lens to provide glare free light. Lights shall be shielded to prevent direct viewing of the lamp or bulb at eye level from a seated position.
- 5.2.20. Contractor shall provide, as an integral part of the systems/modular furniture product line, paper management items. These items shall be used for the sorting and organization of letter, legal, ADP printout sized paper and rolled drawings "A" through "E" sheet sizes. These items may be suspended by rails attached to the panel and/or provided as inserts to the pedestal drawers, overhead storage bins, and lateral file drawers.
- 5.2.21. All dimensions, shapes, etc. illustrated are to describe the typical range of a workstation and components that County expects to procure. Specific orders shall be placed with Contractor for those items from his contract that will meet the actual needs of the project.
- 5.2.22. Only those components available under Contractor's current systems/modular furniture product line shall be offered.
- 5.2.23. The various components (work surfaces, shelves, storage drawers, etc.) shall be positioned in a task related manner within easy reach of station occupant(s). Sufficient panels shall be provided to effectively house the specified components and to facilitate the indicated tasks. Any components not shown in the illustrations, which are needed to conform to the manufacturer's recommendations for installation shall be included.
- 5.2.24. Include complete catalogs of all case goods, furniture lines, and accessories available from Contractor to include all types of case goods; such as freestanding conventional desks and credenzas and matching pedestals (freestanding) with various drawer and accessory configurations. Included also in this group are computer desks, stationary tables, mobile tables, occasional tables, mobile pedestals, fax/printer stands, screens, cable management devices, mobile filing cabinets, and other innovative/mobile storage cabinets. The complete catalog of all filing systems/modular, freestanding filing cabinets, equipment and accessories available from Contractor; to include all types of vertical files, lateral files, high-density storage files, freestanding pedestals, lockers, storage cabinets, and specialized storage. All products offered for this category shall be deemed of commercial grade and must meet or exceed ANSI/BIFMA standards for durability and performance.
- 5.2.25. All products in the vertical, lateral, high-density storage, and pedestal products must include interlock devices (allowing only a single drawer to be open at one time, precluding the possibility of the unit becoming dis-weighted and tipping over unexpectedly), single locking mechanisms (locking all drawers and doors with one lock), and tectonic devices (to preclude the unit tipping over during earthquakes).
- 5.2.26. All products in this category must be ANSI/BIFMA rated for commercial grade performance characteristics, functionality, durability and longevity of performance.

Seating

- 5.2.27. The County requires that all seating offered on contract must have a minimum of five (5) years parts and labor warranty and (10) year minimum on all moving/stationary hard surfaces. The complete catalog of chairs and other seating available from Contractor; to include desk and task chairs, group/conference room chairs, executive chairs. This category shall also include lounge seating, reception seating, side seating, and stacking seating. Labor is included with repairs.
- 5.2.27.1. All Chairs must meet a minimum weight acceptance of 250 lb. minimum. Have at least 5 spoke base.
- 5.2.27.2. All Task/Office Chair backs are to be Ratchet (no post) height adjustment, offer optional adjustment for angle and extra lumbar support.
- 5.2.27.3. All Task/Office Chair seat pan with depth and tilt adjustment.
- 5.2.27.4. All Task/Office Chair arms will have height adjustment, offer optional adjustments for adjusting away from seat pan, adjustment for forward/backward, swivel and quick disconnect from chairs.
- 5.2.28. All desk/task chairs must meet or exceed OSHA program standards. Meet or exceed ANSI (American National Standards Institute) General and Office Ergonomics Standards. Meet or exceed BIFMA (Business Institutional Furniture Manufacturers Association) G1-2013 Ergonomics Standards.
- 5.2.29. Loaner chairs must be offered for a minimum of thirty (30) days. The chair will be brought to that particular site for the employee to sample and picked up by Contractor upon completion of the evaluation.

6. RECONFIGURATION OF COUNTY EXISTING FURNITURE

At a minimum, Contractor shall provide reconfiguration services for existing office furniture, which may include de-installing or reinstalling of furniture located on the same floor, between floors, or in different County buildings, but not be limited to:

- 6.1. Contractor shall conduct field study for site measurements. Identify conditions of site for obstructions of columns, switches, HVAC vents, etc., and provide a drawing to County as specified per requirements.
- 6.2. Contractor shall review drawing for completeness, accuracy, and proper application of product. Review plan to determine quantity of each panel connection, hinge, two-way, three-way, or four-way connection.
- 6.3. Coordinate with County representative for electrical, phone and data installation, and other trades as necessary.
- 6.4. Contractor shall coordinate delivery of product to the job sites and schedule with County representative time of installation.
- 6.5. When working on reconfiguration projects, Contractor shall have the ability to match (manufacturer, style, etc.) and purchase additional product(s) to complete the reconfiguration project faultlessly.

7. RE-UPHOLSTERY OF EXISTING COUNTY FURNITURE

- 7.1. Contractor shall offer re-upholstery services to the County. If and when requested by the County, Contractor shall inspect condition of item(s) and prepare a written quote for re-upholstery to include all labor, material, and any other fees necessary to re-upholster the items requested.

8. ERGONOMIC PRODUCTS

8.1. Contractor shall offer manufacturers that provide furniture that is ergonomically adjustable and prevents injury to users of its furniture. The manufacturer shall have substantial research and resources to support ergonomics product design and provide access to information and resources for users on the adjustments of its furniture (i.e. in-house ergonomist, etc.).

9. HOURS OF OPERATION AND DELIVERY INSTRUCTIONS

9.1. Hours of Operation

Contractor shall maintain, at Contractor’s expense, a telephone answering system, which, at a minimum provides eight (8) hours per day, five (5) days per week live coverage from the hours of 8:00 a.m. to 5:00 p.m. (PST) and an email address to place all requests/orders, as well as a contact name and number for 24-hour access number for emergency orders.

General Ordering Phone Number:	(949) 724-9444
*Account Representative Name:	PAULA RAY
Telephone No:	(949) 724-9444
E-mail Address:	PRAY@IOSINC.NET
AFTER-HOURS CONTACT	
Account Representative Name	PAULA RAY
Telephone No:	(949) 697-8714 (CELL)

* Any changes in Account Representative or After-Hours Account Representative shall be notified in writing to County, County Procurement Buyer listed under Articles 36-Notices.

Contractor shall complete all work within regular County business hours, Monday through Friday 8:00 a.m. to 5:00 p.m. (PST), unless other arrangements are made by County Site Coordinator or Project Manager. Each Department may have different service needs due to facility organization and/or hours of operation, Contractor shall accommodate requests based on each Facility needs and hours of operation.

9.2. Delivery Instructions

9.2.1. There are numerous locations throughout the County that require delivery inside and outside the various County Departments. Contractor will be required to make deliveries throughout the County of Orange as required by requesting Department(s). Each County Department is responsible to notify Contractor of delivery locations at time of ordering.

9.2.2. Contractor shall be responsible for any parking fees. County will not provide free parking for delivery services, parking fees will not be reimbursed, and parking passes will not be issued.

9.2.3. All deliveries must be made and coordinated directly with the requesting Department.

9.3. **Contractor Support Team:** Contractor shall provide a support team capable of handling all ordering and related customer services. Contractor guarantees that County Procurement Office will be satisfied with the sales representation for the account and will replace anyone on the team that does not meet the approval of County Procurement Office.

10. REBATES

- 10.1. Contractor shall provide rebates to County based on Attachment C – Pricing/Discount Schedule and Other Fees, Section 8 – Rebates.
- 10.2. Contractor may extend County pricing to other governmental entities under this Agreement. For this instance, County spend will include any purchases by outside entities using the County of Orange Contract with Interior Office Solutions. Contractor shall report to County all outside purchases under this Contract. The calculating and reporting of rebates will be completed and provided to the County Purchasing Department at the end of each Contract year.
- 10.3. Rebate checks shall be generated on an annual basis (November 15 – November 14) through the term of this Contract.
- 10.4. Contractor shall make checks payable to “**County of Orange**” and mailed to the attention of CPO Buyer within 30-days from issuance. Refer to Article 36 – Notices for mailing address.
- 10.5. Contractor shall include a detailed accounting report with each rebate check. Each report must have a breakdown to include the using Department(s).

11. COUNTY RESPONSIBILITIES

- 11.1. County Department(s) shall be responsible for creating their own subordinate contracts against this RCA.
- 11.2. Each County Department shall appoint a County Project Manager for each project and/or service order.
- 11.3. County Department(s) shall be responsible for creating and amending their subordinate contracts and add or delete facility locations, change hours of operation, at any time during the term of the contract.
- 11.4. County Department(s) establishing subordinate contract(s) against this RCA shall coordinate their delivery and billing addresses/locations directly with Contractor.
- 11.5. County shall assist Contractor in obtaining data, including system access, as needed to assist Contractor.
- 11.6. County reserves the right to obtain competitive bids on any material or service and to utilize the data provided under this Contract relative to necessary materials and services.
- 11.7. County Project Manager shall ensure Contractor has necessary access to service locations and facilities.
- 11.8. County shall answer questions related to various County procedures, as needed.
- 11.9. County reserves the right to revise, remove or add additional requirements as deemed necessary throughout the term of this Contract.

12. SECURITY REQUIREMENTS

County operates several secured facilities: most notable are several Probation, Sheriff and Airport operated sites. Contractor and their employees who perform services in these facilities will be required to strict operation policies and may be required to pass a background check prior to their employment due to security requirements for certain facilities covered under this Contract. During performance of the work, especially at detention facilities, workers shall closely monitor all tools, equipment and other materials at all times. Workers shall have no contact verbal or physical, with any inmate of these facilities. These policies have been designed with the primary purpose of ensuring a safe and secure environment for all involved.

- 12.1. Contractor will provide a list of all personnel/employees who will be directly performing tasks associated with the Contract. Contractor's personnel/employees providing service in a secured detention facility, a Probation facility or a Sheriff's facility, will be expected to pass two (2) separate background checks performed by the Orange County Sheriff's Department and the Orange County Probation Department. No changes shall be authorized to the approved list without a request in writing submitted by the Contractor and approved by County Site Coordinator. At no time will unauthorized Contractor employees perform any task associated with this Contract. If this occurs, the Contractor will be notified that they have not complied with the terms of this Contract and are subject to Contract termination. The list of all Personnel/Employees working on County projects shall be submitted prior to award of this Contract.
- 12.2. Contractor shall prepare and submit a Security Clearance form to the County Site Coordinator for all persons who will be working on or who will need access to secured facilities.
- 12.3. Security Clearance forms shall be submitted at least five (5) working days prior to the start of work or prior to the use of any person subsequent to the start of work.
- 12.4. Said Security Clearance forms shall be thoroughly and accurately complete. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance.
- 12.5. No person shall be employed on this work who has not received prior clearance from the Probation Department, Sheriff's Department or John Wayne Airport.
- 12.6. The County, John Wayne Airport, the Probation Department and the Sheriff's department are not under any obligation to give a reason clearance is denied.
- 12.7. The Contractor shall be responsible to sign in with the County Site Coordinator or designee, as required. Upon arrival at any secure facility (eg., JWA, Probation) Contractor shall report to the Central Control Center (Control). Contractor personnel shall have no contact, either verbal or physical, with internees in secured detention facilities.

Specifically:

- a) Do not give names or addresses to internees.
- b) Do not receive any names or addresses from internees.
- c) Do not disclose the identity of any internee to anyone outside the facility.
- d) Do not give any materials to internees.
- e) Do not receive any materials from internees (including materials to be passed to another individual or internee).

**Failure to comply with these requirements is a criminal act and can result in prosecution.*

- 12.8. Any Contractor personnel/employee(s) engaged in the performance of work under this Contract shall be expected to pass the screening requirements and abide by all of the security requirements set forth by the Federal Aviation Administration (FAA) and the County of Orange.

"The Federal Aviation Administration (FAA) approved security program for John Wayne Airport requires that each person issued a John Wayne Airport security badge is made aware of his/her responsibilities regarding the privilege of access to restricted areas of the airport".

All persons within the restricted air operation areas of the airport are required to display, on their person, a John Wayne Airport security badge, unless they are specifically exempted for reasons or they are under escort by a properly badge individual. Each airport employee or airport tenant employee who has been issued a John Wayne Airport security badge is responsible for challenging any individual who is not properly displaying an airport issued or approved and valid identification badge. Any person who is not properly displaying or who

cannot produce a valid John Wayne Airport security badge must immediately be referred to the Sheriff's Department Airport Detail Office for proper handling.

The John Wayne Airport security badge is the property of the County of Orange and must be returned upon termination of employment at John Wayne Airport. The loss of a badge shall be reported within twenty-four (24) hours to the Sheriff's Department Airport Dispatch Center (949) 252-5000. A report shall be made before a replacement badge will be issued.

- 12.9. All vehicles parked on-site shall be locked and thoroughly secured at all times.
- 12.10. All equipment and materials shall remain in Contractor possession at all times and shall never be left unattended. All or misplaced equipment or materials shall be reported immediately to the (a) security staff or Control in secured detention facilities or (b) the escort or Control in Sheriff's facilities.
- 12.11. Personnel shall not smoke or use profanity or other inappropriate language while on-site.
- 12.12. Personnel shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and shall not have such materials in their possession.
- 12.13. Personnel shall plan their activities to minimize the number of times they must enter and exit a facility, i.e. transport all equipment and materials needed for the day at the start of work and restrict all breaks to the absolute minimum.
- 12.14. Contractor's employee(s) shall be well-disposed to the public and County staff utilizing the facilities but shall be responsive only to the requests of the County Site Coordinator unless otherwise directed and shall direct all inquiries or requests to the County Site Coordinator.

ATTACHMENT B
COMPENSATION, PAYMENT AND INVOICE INSTRUCTIONS

1. **COMPENSATION:** This is a fixed priced Contract between County and Contractor for goods and services as provided in this Contract. Contractor agrees to supply all goods and services required to perform the services as listed in Attachment A – Scope of Work.

Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by Contractor of all its duties and obligations hereunder. **County shall have no obligation to pay any sum in excess of total Contract amount specified herein unless authorized by amendment in accordance with paragraphs “C” and “P” of the County Contract Terms and Conditions.**

2. **PRICE INCREASES/DECREASES:** No price increases will be permitted during the first period of the Contract. All price decreases will automatically be extended to County. County requires bona fide proof of cost increases on contracts prior to any price adjustment. A minimum of ninety (90) days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. County may enforce, adjust, negotiate, or cancel escalating price contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing Contractor’s profit will not be allowed.
3. **FIRM DISCOUNT AND PRICING STRUCTURE:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to County during the term of this Contract not otherwise specified and provided for within this Contract.

4. **INVOICE/PAYMENT INSTRUCTIONS:**

A. **Invoicing Instructions:** Contractor will provide an invoice on Contractor’s letterhead for goods rendered. Invoices must be submitted to address indicated on the Subordinate Contract created by the individual Department. The invoice must have a unique number and must include the following information:

1. Contractor’s name and address;
2. Contractor’s remittance address;
3. Name of County Department serviced;
4. Service address;
5. Contract Number (MA) or respective “Subordinate” Contract Number for each Department.
6. Date of services rendered;
7. Service description, including number of hours or fraction thereof.
8. Copy of any materials purchase invoices plus percentage mark-up (attached invoice)
9. Sales Tax, if applicable
10. Total

Invoices shall cover goods not previously invoiced and submitted coincidentally with Contractor’s payroll period. Payments made by County shall not preclude the right of County from thereafter disputing any items or services involved or billed under the Subordinate Contracts, and shall not be construed as acceptance of any part of the services.

Invoices shall itemize all fees, including all applicable Federal, State Tax and/or any other applicable tax and/or environmental fees as separate line items when invoicing.

County reserves the right to require a copy of the quote to be submitted, as an attachment, with each invoice.

5. PAYMENT TERMS:

- A. The Invoice is to be submitted in arrears to the user department to the bill to address, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of the invoice in a format acceptable to County and verified and approved by the department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with Contractor.
- B. Billing shall cover goods not previously invoiced. Contractor shall reimburse County for any monies paid to Contractor for goods not provided or when services do not meet Contract requirements.
- C. Payments made by County shall not preclude the right of County from thereafter disputing any goods involved or billed under this Contract and shall not be construed as acceptance of any part of the goods.

6. PAYMENT (ELECTRONIC FUNDS TRANSFER EFT):

County of Orange offers Contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. The County of Orange, Auditor-Controller Agency will control and initiate payment. To request a form, please contact the department representative listed in the Contract.

ATTACHMENT B
PRICING / DISCOUNT SCHEDULE AND OTHER FEES

1. SYSTEMS FURNITURE

Item No	Series	Brand	Estimated Delivery Time	Discount Off List	Quick Ship Off List
001	Compose	Haworth	6-8 Weeks	64.5%	60.5%
002	Premise	Haworth	5-7 Weeks	64%	60%
003	Unigroup + Unigroup Too	Haworth	6-8 Weeks	64%	60%
004	Compose Connections	Haworth	6-8 Weeks	64%	60%
005	Intuity	Haworth	7-9 Weeks	44%	40%
006	Patterns	Haworth	7-9 Weeks	44%	40%
001	IOS Ideation Lab		6-12 Weeks	Cost +7.5%	Cost +7.5%
002	AMQ		2-3 Weeks	61.5%	61.5%
003	DeskMakers		2-5 Weeks	58.1%	58.1%
004	Enwork		3-4 Weeks	64.2%	64.2%
005	First Office + OFS		2-6 Weeks	53%	53%
006	Mayline		3-4 Weeks	55.7%	55.7%

2. FREESTANDING/MODULAR/CASE GOODS FURNITURE

Item No	Series	Brand	Estimated Delivery Time	Discount Off List	Quick Ship Off List
001	Compose/Adaptable	Haworth	6-8 Weeks	64.5%	60.5%
002	X Series	Haworth	6-8 Weeks	58.5%	54.5%
003	Masters	Haworth	6-8 Weeks	44%	40%
004	Reside Desking	Haworth	6-8 Weeks	46%	42%
005	Vancouver, Tripoli, Orlando,	Haworth	6-8 Weeks	44%	40%
006	Suite	Haworth	10-12 Weeks	41%	37%
007	Hop/Hat/Jump Height	Haworth	4-6 Weeks	41%	37%
008	Planes Tables	Haworth	4-6 Weeks	44%	40%
009	IOS Ideation Lab		6-12 Weeks	Cost +7.5%	Cost +7.5%
010	Boss Office Products		2-3 Weeks	37.3%	37.3%
011	Carolina		2-6 Weeks	53.5%	53.5%
012	CCN		6-12 Weeks	36%	36%
013	Cherryman		2-3 Weeks	52.1%	52.1%
014	DeskMakers		2-5 Weeks	58.1%	58.1%
015	Enwork		3-4 Weeks	64.2%	64.2%
016	First Office + OFS		2-6 Weeks	53%	53%
017	Fullbright + Company		2-6 Weeks	38 %	38 %
018	Global Total Office +		6-8 Weeks	64.6%	64.6%
019	High Point Furniture		4-6 Weeks	50.6%	50.6%
020	Krug		5-7 Weeks	48.8%	48.8%
021	Krug Healthcare		5-7 Weeks	44.1%	44.1%

Item No	Series	Brand	Estimated Delivery Time	Discount Off List	Quick Ship Off List
022	Mayline		2-3 Weeks	53.7%	53.7%
023	National Office Furniture		3-4 Weeks	57.6%	57.6%
024	Nienkamper		6-8 Weeks	60.1%	60.1%
025	Nevins		5-9 Weeks	52%	52%
026	Nucraft		8-10 Weeks	50.1%	50.1%
027	Paoli		3-8 Weeks	54.2 %	54.2 %
028	Spacestor		6-8 Weeks	36%	36%
029	Tuohy		6-12 Weeks	37%	N/A

3. FILING/FILING SYSTEMS FURNITURE

Item No	Series	Brand	Estimated Delivery Time	Discount Off List	Quick Ship Off List
001	X Series	Haworth	6-8 Weeks	58.5%	54.5%
002	V Series	Haworth	6-8 Weeks	52%	48%
003	A Series	Haworth	6-8 Weeks	40%	36%
004	Beside	Haworth	7-9 Weeks	44%	40%
005	Compose	Haworth	7-9 Weeks	44%	40%
001	Coalesse		6-8 Weeks	46.1%	46.1%
002	Davis		6-8 Weeks	44.5%	44.5%
003	Loewenstein		2-6 Weeks	49.1%	49.1%
004	Mayline		6-8 Weeks	53.7%	53.7%
005	National Office Furniture		3-4 Weeks	57.6%	57.6%
006	Nienkamper		6-8 Weeks	60.1%	60.1%
007	Phoenix Safe		1-2 Weeks	49.5%	49.5%
008	Safco		1-2 Weeks	49.5%	49.5%
009	Spacestor		6-8 Weeks	36%	36%
010	Tuohy		6-12 Weeks	37%	N/A

4. SEATING FURNITURE

Item No	Series	Brand	Estimated Delivery Time	Discount Off List	Quick Ship Off List
001	Very Task	Haworth	4-5 Weeks	48%	44%
002	Very Other	Haworth	4-5 Weeks	50%	46%
003	Zody	Haworth	4-5 Weeks	48.5%	44.5%
004	Fern	Haworth	4-5 Weeks	45%	41%
005	X99	Haworth	4-5 Weeks	52%	48%
006	Improv, Tag, System 12	Haworth	4-5 Weeks	54%	51%
007	Wood Guest, Openest, Harbor Worklounge, Poppy	Haworth	5-6 Weeks	41%	37%
008	Cassis, Candor, Lively	Haworth	4-5 Weeks	41%	37%
009	Look	Haworth	4-5 Weeks	52%	48%
010	Haworth Collection	Haworth	6-12 Weeks	15%	N/A
011	9 to 5 Seating		1-4 Weeks	63.1%	63.1%

Item No	Series	Brand	Estimated Delivery Time	Discount Off List	Quick Ship Off List
012	Aceray		3-6 Weeks	46.1%	46.1%
013	Afra Furniture		4-12 Weeks	Cost	Cost +10.5%
014	Allseating		2-3 Weeks	56.1%	56.1%
015	Allermuir		2-6 Weeks	51.1%	51.1%
016	AMO		2-3 Weeks	44%	44%
017	Arcadia		7-8 Weeks	48.3%	48.3%
018	Boss Office Products		2-3 Weeks	37%	37%
019	Cabot Wrenn		6-8 Weeks	31.9%	N/A
020	Carolina		2-6 Weeks	52.1%	52.1%
021	Cherryman		1-2 Weeks	52.1%	52.1%
022	Coalesse		6-8 Weeks	45.1%	45.1%
023	Community		6-7 Weeks	51.1%	51.1%
024	Dauphin		2-5 Weeks	51.1%	51.1%
025	Davis		6-8 Weeks	46.1%	46.1%
026	Emeco		6-8 Weeks	30%	N/A
027	Encore		6-8 Weeks	53.5%	53.5%
028	Enwork		3-4 Weeks	61.5%	61.5%
029	Eurotech		1-3 Weeks	42%	42%
030	ERG		4-6 Weeks	48.8%	48.8%
031	First Office + OFS		2-6 Weeks	53.5%	53.5%
032	Global Total Office + Globalcare		6-8 Weeks	55.5%	55.5%
033	Grand Rapids Chair		4-6 Weeks	46.5%	N/A
034	HBF		7-9 Weeks	46.5%	46.5%
035	Highmark		2-6 Weeks	53.5%	53.5%
036	High Point Furniture Industries		4-6 Weeks	40%	40%
037	Humanscale		4-6 Weeks	48.5%	48.5%
038	iDesk		1-3 Weeks	53.5%	53.5%
039	Integra Seating		4-8 Weeks	46.5%	46.5%
040	IZZY+		5-7 Weeks	46.5%	46.5%
041	Janus et Cie		4-12 Weeks	38%	38%
042	JSI		6-7 Weeks	51.5%	51.5%
043	Keilhauer		7-9 Weeks	46.5%	46.5%
044	KFI Seating		1-3 Weeks	53.5%	53.5%
045	Krug		5-7 Weeks	48.8%	48.8%
046	Krug Healthcare		5-7 Weeks	44%	44%
047	Landscape Forms		3-12 Weeks	Cost +12%	Cost +12%
048	La-Z-Boy		5-6 Weeks	51.5%	51.5%
049	Leland		4-6 Weeks	49.7%	49.7%
050	Lesro Reception Seating		1-4 Weeks	39%	39%
051	Loewenstein		2-6 Weeks	53.5%	53.5%
052	Martin Brattrud		8-10 Weeks	46.5%	46.5%
053	Mayline		3-4 Weeks	54.7%	54.7%
054	National Office Furniture		2-3 Weeks	58.4%	58.4%
055	Nienkamper		6-8 Weeks	46.5%	46.5%
056	Nevins		5-9 Weeks	48.8%	48.8%
057	Okamura		8-11 Weeks	46.5%	46.5%
058	Paoli		3-4 Weeks	54.5%	54.5%
059	Safco		1-3 Weeks	50%	50%
060	Senator Seating		2-9 Weeks	55%	N/A
061	SitOnIt		3-6 Weeks	53.7%	53.7%
062	Source International		5-7 Weeks	48.8%	48.8%

Item No	Series	Brand	Estimated Delivery Time	Discount Off List	Quick Ship Off List
063	Stylex Seating		4-8 Weeks	46.5%	46.5%
064	Tuohy		6-12 Weeks	39.5%	N/A
065	Via Seating		1-2 Weeks	51.5%	51.5%
066	Vitra		8-12 Weeks	46.4%	46.4%
067	Woodstock Marketing		1-2 Weeks	51.5%	N/A

5. LIBRARY, LOBBY AND OTHER FURNITURE

Item No	Seating Lines	Estimated Delivery	Discount Off List	Quick Ship Off List
001	Very Task	4-5 Weeks	48%	44%
002	Very Other	4-5 Weeks	50%	46%
003	Zody	4-5 Weeks	48.5%	44.5%
004	Fern	4-5 Weeks	45%	41%
005	X99	4-5 Weeks	52%	48%
006	Improv, Tag, System 12	4-5 Weeks	54%	51%
007	Wood Guest, Openest, Harbor Worklounge, Poppy	5-6 Weeks	41%	37%
008	Cassis, Candor, Lively	4-5 Weeks	41%	37%
009	Look	4-5 Weeks	52%	48%
010	Haworth Collection	6-12	15%	N/A
011	Aceray	3-6 Weeks	46.1%	46.1%
012	Allermuir	2-6 Weeks	51.1%	51.1%
013	Appenx Signage	4-5 Weeks	47.5%	47.5%
014	Arcadia	7-8 Weeks	48.3%	48.3%
015	Atriadi	4-6 Weeks	37%	37%
016	Boss Office Products	1-2 Weeks	47.5%	47.5%
017	Cabot Wrenn	6-8 Weeks	31.9%	N/A
018	CCN	4-8 Weeks	35%	35%
019	Claridge	2-6 Weeks	48%	48%
020	Clarus	2-3 Weeks	42%	42%
021	Coalesse	6-8 Weeks	45.1%	45.1%
022	Community	6-7 Weeks	51.1%	51.1%
023	Davis	6-8 Weeks	46.1%	46.1%
024	Egan Visual	2-6 Weeks	46.5%	46.5%
025	Emeco	6-8 Weeks	30%	N/A
026	EMU Americas	2-12	35%	35%
027	Encore	6-7 Weeks	53.5%	53.5%
028	ERG International	4-6 Weeks	48.8%	48.8%
029	Fullbright + Company	2-6 Weeks	38 %	38 %
030	Grand Rapids Chair	4-6 Weeks	46.5%	N/A
031	HBF	7-9 Weeks	46.5%	46.5%

Item No	Seating Lines	Estimated Delivery Time	Discount Off List	Quick Ship Off List
032	High Point Furniture Industries	4-5 Weeks	40%	40%
033	Humanscale	4-6 Weeks	48.5%	48.5%
034	Integra Seating	4-8 Weeks	46.5%	46.5%
035	IZZY+	5-7 Weeks	46.5%	46.5%
036	Janus et Cie	4-12	38%	38%
037	JSI	6-7 Weeks	51.5%	51.5%
038	Keilhauer	7-9 Weeks	46.5%	46.5%
039	Krug	5-7 Weeks	48.8%	48.8%
040	Krug Healthcare	5-7 Weeks	44%	44%
041	Landscape Forms	3-12	Cost +12%	Cost +12%
042	La-Z-Boy	5-6 Weeks	51.5%	51.5%
043	Leland	4-6 Weeks	49.7%	49.7%
044	Martin Bratrud	8-10	46.5%	46.5%
045	Mayline	3-4 Weeks	54.7%	54.7%
046	National Office Furniture	2-6 Weeks	58.4%	58.4%
047	Nienkamper	6-8 Weeks	46.5%	46.5%
048	Nevins	7-9 Weeks	48.8%	48.8%
049	Paoli	3-8 Weeks	54.5%	54.5%
050	Peter Pepper	2-6 Weeks	42.5%	N/A
051	Safco	1-3 Weeks	50%	50%
052	SitOnIt	3-6 Weeks	53.7%	53.7%
053	Source International	5-7 Weeks	48.8%	48.8%
054	Source Outdoor	3-12	42.5%	42.5%
055	Spacestor	6-8 Weeks	36%	36%
056	Spec Furniture	4-6 Weeks	45%	N/A
057	Stylex Seating	4-8 Weeks	46.5%	46.5%
058	Tuohy	6-12	39.5%	39.5%
059	Via Seating	1-2 Weeks	51.5%	51.5%
060	Vitra	8-12	46.4%	46.4%
051	West Coast Industries	7-9 Weeks	45%	45%
052	Woodstock Marketing	1-2 Weeks	51.5%	N/A

6. ERGONOMIC FURNITURE

Item No	Series	Brand	Estimated Delivery Time	Discount Off List	Quick Ship Off List
001	Belong	Haworth	6-8 Weeks	48%	44%
002	Jump	Haworth	4-5 Weeks	44%	40%
003	AMQ		1-2 Weeks	44%	N/A
004	ESI		1-2 Weeks	55.5%	N/A

Item No	Series	Brand	Estimated Delivery Time	Discount Off List	Quick Ship Off List
005	Humanscale		4-6 Weeks	58%	58%
006	National Office Furniture		2-4 Weeks	58.4%	58.4%
007	Safco		1-3 Weeks	50%	50%
008	Spaceco		2-3 Weeks	57.5%	N/A
009	Workrite		1-2 Weeks	55.5%	N/A

7. ADDITIONAL/SPECIAL SERVICES

A. Reconfiguration and Labor Charges:* Charge for reconfiguring any manufacturer’s furniture at the request of County or in storage including installation and disassemble of furniture. The labor cost shall be billed separate from Design Services and Project Management charges. Express in dollar per hour charge. INCLUDE PREVAILING WAGES

	<u>Regular Hours</u> Monday - Friday 8 AM to 5 PM (PST)	<u>After Hours</u> Monday - Friday 5:01 P.M. - 7:59 A.M. (PST)	<u>Weekend/Holiday</u> All Day (PST)
PREVAILING WAGE PER HOUR	\$66.00	\$99.00	\$132.00
NON-PREVAILING WAGE PER HOUR	\$44.00	\$66.00	\$88.00

*This shall only apply when reconfiguring existing County furniture.

B. Design Services: Design charge for the purchase of new furniture or reconfigured furniture. Express in dollars per hour charge. INCLUDE PREVAILING WAGES

	<u>Regular Hours</u> Monday - Friday 8 A.M. to 5 P.M(PST)	<u>After Hours</u> Monday - Friday 5:01 P.M. - 7:59 A.M. (PST)	<u>Weekend/Holiday</u> All Day(PST)
PREVAILING WAGE PER HOUR	\$85.00	\$127.50	\$170.00
NON-PREVAILING WAGE PER HOUR	\$85.00	\$127.50	\$170.00

C. Space Planning: Charge for space planning including any architectural designing and blueprinting. Expressed in dollars per hour per charge. INCLUDE PREVAILING WAGES.

	<u>Regular Hours</u> Monday - Friday 8 A.M. to 5 P.M.(PST)	<u>After Hours</u> Monday - Friday 5:01 P.M. - 7:59 A.M. (PST)	<u>Weekend/Holiday</u> All Day (PST)
PREVAILING WAGE PER HOUR	\$85.00	\$127.50	\$170.00
NON-PREVAILING WAGE PER HOUR	\$85.00	\$127.50	\$170.00

Attachment: G/M Business Interiors County Agreement (5688 : AUTHORIZE FIRST AMENDMENT TO AGREEMENT WITH GOFORTH & MARTI

D. **Special Project Management:** Charge for managing a special project, including but not limited to Planning, Expediting, Installing, and Inventorying.

	Regular Hours Monday – Friday 8 A.M. to 5 P.M.(PST)	After Hours Monday - Friday 5:01 A.M. - 7:59 A.M. (PST)	Weekend/Holiday All Day (PST)
WAGE PER HOUR	\$85.00	\$127.50	\$170.00

E. **Warehousing Cost:** Contractor shall provide warehousing at no additional cost to County for a minimum of thirty (30) days. If warehousing is still required after 30 days, Contractor shall list warehousing cost per day, per vault, per pallet, or per square foot.

WAREHOUSING FEES (after 30-days) Per Day, Per Vault, Per Pallet, Per Square “ft”	WAREHOUSEMAN HOURLY RATE (after 30-days)
\$50.00 Day	\$44.00

F. **Additional Products/Services:** At the request of Department(s), Contractor shall submit a **written** quote for requested goods/services, to include but not be limited to:

1. Express Shipping
2. Other Customer Related Services

**Delivery shall be coordinated between requesting department(s) and Contractor.*

8. REBATES

A. Contractor shall provide rebates based on the breakdown listed below, on an annual basis (November 15 – November 14), through the term of this Contract.

Item No	Aggregate Total	Rebate %
001	Purchases from \$1.00 to \$999,999.99	1.25%
002	Purchases exceeding \$2,500,000.00	1.75%
003	Purchases exceeding 4,000,000.00 or more	2.5%

B. Rebate check is due to County no later than the 15th of December, through the term of this Contract.

C. The rebate check must be mailed to CPO designated buyer as listed under Additional Terms and Conditions, Article 36 – Notices.

Attachment: G/M Business Interiors County Agreement (5688 : AUTHORIZE FIRST AMENDMENT TO AGREEMENT WITH GOFORTH & MARTI

**EXHIBIT 2
PREVAILING WAGE REQUIREMENTS**

- A. All or a portion of the Scope of Work in the Contract or Purchase Order (as applicable) requires the payment of prevailing wages and compliance with the following requirements.**

1. Determination of Prevailing Rates:

Pursuant to Labor Code sections 1770, et seq., the County has obtained from the Director of the Department of Industrial Relations (DIR) pursuant to the California Labor Code, the general prevailing rates of per diem wages and the prevailing rates for holiday and overtime work in the locality in which the Scope of Work is to be performed. Copies of said rates are on file with the County, will be made available for inspection during regular business hours, may be included elsewhere in the specifications for the Scope of Work, and are also available online at www.dir.ca.gov. The wage rate for any classification not listed, but which may be required to execute the Scope of Work, shall be commensurate and in accord with specified rates for similar or comparable classifications for those performing similar or comparable duties. In accordance with Labor Code section 1773.2, the Contractor shall post, at appropriate and conspicuous locations on the jobsite, a schedule showing all applicable prevailing wage rates and shall comply with the requirements of Labor Code sections 1773, et seq.

2. Payment of Prevailing Rates

Each worker of the Contractor, or any subcontractor, engaged in the Scope of Work, shall be paid not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor, and such worker.

3. Prevailing Rate Penalty

The Contractor shall, as a penalty, forfeit two hundred dollars (\$200.00) to the County for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the DIR for such work or craft in which such worker is employed by the Contractor or by any subcontractor in connection with the Scope of Work. Pursuant to California Labor Code section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

4. Ineligible Contractors:

Pursuant to the provisions of Labor Code section 1777.1, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a contractor or subcontractor on a public works project. This list of debarred contractors is available from the DIR website at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>. Any contract entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the County. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Scope of Work.

5. Payroll Records:

Pursuant to California Labor Code section 1776, the Contractor and each subcontractor, shall keep accurate certified payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee

employed by them in connection with the Scope of Work. The payroll records enumerated herein shall be verified by a written declaration made under penalty of perjury that the information contained in the payroll record is true and correct and that the Contractor or subcontractor has complied with the requirements of the California Labor Code sections 1771, 1811, and 1815 for any Scope of Work performed by his or her employees. The payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request;
- (2) A certified copy of all payroll records shall be made available for inspection or furnished upon request to the County, the Division of Labor Standards Enforcement of the DIR;
- (3) A certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the County or the Division of Labor Standards Enforcement. If the requested payroll records have not been previously provided to the County or the Division of Labor Standards Enforcement, the requesting Party shall, prior to being provided the records, reimburse the cost of preparation by the Contractor, subcontractor and the entity through which the request was made; the public shall not be given access to such records at the principal office of the Contractor;
- (4) The Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request; and
- (5) Copies provided to the public, by the County or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor or any subcontractor, performing a part of the Scope of Work shall not be marked or obliterated. The Contractor shall inform the County of the location of payroll records, including the street address, city and county and shall, within five (5) working days, provide a notice of a change of location and address. The Contractor shall have ten (10) days from receipt of the written notice specifying in what respects the Contractor must comply with the above requirements. In the event Contractor does not comply with the requirements of this section within the ten (10) day period, the Contractor shall, as a penalty to the County, forfeit one-hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, such penalty shall be withheld from any portion of the payments then due or to become due to the Contractor.

6. Limits of Hours of Work:

Pursuant to California Labor Code section 1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to California Labor Code section 1811, the time of service of any worker employed at any time by the Contractor or by a subcontractor, upon the Scope of Work or upon any part of the Scope of Work, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as provided for under Labor Code section 1815. Notwithstanding the foregoing provisions, work performed by employees of Contractor or any subcontractor, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

7. Penalty of Excess Hours:

The Contractor shall pay to the County a penalty of twenty-five dollars (\$25.00) for each worker employed on the Scope of Work by the Contractor or any subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of the California Labor Code, unless compensation to the worker so employed by the Contractor is not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

8. Senate Bill 854 (Chapter 28, Statutes of 2014) Requirements:

1. Contractor shall comply with Senate Bill 854 (signed into law on June 20, 2014). The requirements include, but are not limited to, the following:
 - a. No contractor or subcontractor may be listed on a bid proposal (submitted on or after March 1, 2015) for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5, with limited exceptions from this requirements for bid purposes only as allowed under Labor Code section 1771.1(a).
 - b. No contractor or subcontractor may be awarded a contract for public work or perform work on a public works project (awarded on or after April 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5.
 - c. This project is subject to compliance monitoring and enforcement by the DIR.
 - d. As required by the DIR, Contractor is required to post job site notices, as prescribed by regulation, regarding compliance monitoring and enforcement by the DIR.
 - e. **Contractors** and all subcontractors must submit certified payroll records online to the Labor Commissioner for all new public works projects issued on or after April 1, 2015, and for all public works projects, new or ongoing, on or after January 1, 2016.
 - a. The certified payroll must be submitted at least monthly to the Labor Commissioner.
 - b. The County reserves the right to require Contractor and all subcontractors to submit certified payroll records more frequently than monthly to the Labor Commissioner.
 - c. The certified payroll records must be in a format prescribed by the Labor Commissioner.
2. As required by Labor Code 1771.1(a) “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 public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

B. STATE PUBLIC WORKS APPRENTICESHIP REQUIRMENTS

1. State Public Works Apprenticeship Requirements:

The Contractor is responsible for compliance with Labor Code section 1777.5 and the California Code of Regulations, title 8, sections 230 – 230.2 for all apprenticeable occupations (denoted with “#” symbol next to craft name in DIR Prevailing Wage Determination), whether employed by the Contractor, subcontractor, vendor or consultant.

Included in these requirements is (1) the Contractor's requirement to provide notification (i.e. DAS-140) to the appropriate apprenticeship committees; (2) pay training fund contributions for each apprenticeable hour employed on the Contract; and (3) utilize apprentices in a minimum ratio of not less than one apprentice hour for each five journeyman hours by completion of Contract work (unless an exception is granted in accordance with Labor Code section 1777.5) or request for the dispatch of apprentices.

Any apprentices employed to perform any of the Scope of Work shall be paid the standard wage to apprentices under the regulations of the craft or trade for which such apprentice is employed, and such individual shall be employed only for the work of the craft or trade to which such individual is registered. Only apprentices, as defined in California Labor Code section 3077, who are in training under apprenticeship standards and written apprenticeship agreements under California Labor Code sections 3070 et seq. are eligible to be employed for the Scope of Work. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training.

2. Compliance with California Labor Code section 1777.5 requires all public works contractors to:

1) Submit Contract Award Information (DAS-140)

- a. Although there are a few exemptions (identified below), all Contractors, regardless of union affiliation, must submit contract award information when performing on a California public works project.
- b. The DAS-140 is a notification "announcement" of the Contractor's participation on a public works project—it is not a request for the dispatch of an apprentice.
- c. Contractors shall submit the contract award information (you may use form DAS 140) within 10 days of the execution of the prime contractor subcontract, but in no event later than the first day in which the Contractor has workers employed on the public work.
- d. Contractors who are already approved to train apprentices (i.e. check "Box 1" on the DAS-140) shall only be required to submit the form to their approved program.
- e. Contractors who are NOT approved to train apprentices (i.e. those that check either "Box 2" or "Box 3" on the DAS-140) shall submit the DAS-140 TO EACH of the apprenticeship program sponsors in the area of your public works project. For a listing of apprenticeship programs see <http://www.dir.ca.gov/Databases/das/pwaddrstart.asp>.

2) Employ Registered Apprentices

- a. Labor Code section 1777.5 requires that a contractor performing work in an "apprenticeable" craft must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman. This ratio shall be met prior to the Contractor's completion of work on the project. "Apprenticeable" crafts are denoted with a pound symbol "#" in front of the craft name on the prevailing wage determination.
- b. All Contractors who do not fall within an exemption category (see below) must request for dispatch of an apprentice from an apprenticeship program (for each apprenticeable craft or trade) by giving the program actual notice of at least 72 hours (business days only) before the date on which apprentices are required.
- c. Contractors may use the "DAS-142" form for making a request for the dispatch of an apprentice.
- d. Contractors who are participating in an approved apprenticeship training program and who did not receive sufficient number of apprentices from their initial request

must request dispatch of apprentices from ALL OTHER apprenticeship committees in the project area in order to fulfill this requirement.

- e. Contractor should maintain and submit proof (when requested) of its DAS-142 submittal to the apprenticeship committees (e.g. fax transmittal confirmation). A Contractor has met its requirement to employ apprentices only after it has successfully made a dispatch request to all apprenticeship programs in the project area.
- f. Only “registered” apprentices may be paid the prevailing apprentice rates and must, at all times work under the supervision of a Journeyman (Cal. Code Regs., tit 8, § 230.1).

3) Make Training Fund Contributions

- a. Contractors performing in apprenticeable crafts on public works projects, must make training fund contributions in the amount established in the prevailing wage rate publication for journeymen and apprentices.
- b. Contractors may use the “CAC-2” form for submittal of their training fund contributions.
- c. Contractors who do not submit their training fund contributions to an approved apprenticeship training program must submit their contributions to the California Apprenticeship Council (CAC), PO Box 420603, San Francisco, CA 94142-0603.
- d. Training fund contributions to the CAC are due and payable on the 15th day of the month for work performed during the preceding month.
- e. The “training” contribution amount identified on the prevailing wage determination shall not be paid to the worker, unless the worker falls within one of the exemption categories listed below.

3. Exceptions to Apprenticeship Requirements:

The following are exempt from having to comply with California apprenticeship requirements. These types of contractors do not need to submit a DAS-140, DAS-142, make training fund contributions, or utilize apprentices.

- a. When the Contractor holds a sole proprietor license (“Owner-Operator”) and no workers were employed by the Contractor. In other words, the contractor performed the entire work from start to finish and worked alone.
- b. Contractors performing in non-apprenticeable crafts. “Apprenticeable” crafts are denoted with a pound symbol “#” in front of the craft name on the prevailing wage determination.
- c. When the Contractor has a direct contract with the Public Agency that is under \$30,000.
- d. When the project is 100% federally-funded and the funding of the project does not contain any city, county, and/or state monies (unless the project is administered by a state agency in which case the apprenticeship requirements apply).
- e. When the project is a private project not covered by the definition of public works as found in Labor Code section 1720.

4. Exceptions from Apprenticeship Ratios:

The Joint Apprenticeship Committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the Contractor from the 1-to-5 ratio set forth in this Section when it finds that any one of the following conditions are met:

- a. Unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%); or
- b. The number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen; or

- c. The Apprenticeable Craft or Trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis; or
- d. If assignment of an apprentice to any work performed under the Contract Documents would create a condition which would jeopardize such apprentice's life or the life, safety or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

When such exemptions from the 1-to-5 ratio between apprentices and journeymen are granted to an organization which represents contractors in a specific trade on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local Joint Apprenticeship Committees, provided they are already covered by the local apprenticeship standards.

5. Contractor's Compliance:

The responsibility of compliance with this Section for all Apprenticeable Trades or Crafts is solely and exclusively that of the Contractor. All decisions of the Joint Apprenticeship Committee(s) under this Section are subject to the provisions of California Labor Code section 3081 and penalties are pursuant to Labor Code section 1777.7 and the determination of the Labor Commissioner.



Report to City Council

TO: Mayor and City Council

FROM: Brian Mohan, Assistant City Manager

AGENDA DATE: February 1, 2022

TITLE: APPROVE RESOLUTION AUTHORIZING THE CITY
MANAGER TO APPOINT PERMA
DIRECTOR/ALTERNATIVE

RECOMMENDED ACTION

Recommendation:

1. Approve Resolution No. 2022-XX. A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the City Manager to Appoint PERMA Director/Alternate.
2. Approve the appointment of Human Resources Division Manager, Naomi Kamunyu as the City of Moreno Valley PERMA Director.

SUMMARY

PERMA bylaws require that each member agency designate a PERMA board director or alternate to attend board meetings. The Board of Directors of participating agencies are responsible for setting PERMA policy such as funding, confidence levels, programs, coverages, and services. Each member, regardless of size, is afforded one vote.

Staff request that the City Council approve the resolution appointing Human Resources Manager Naomi Kamunyu, to serve as Voting Director on the PERMA Board of Directors, and, delegate appointing authority for the Director and their alternates to the City Manager.

DISCUSSION

California state legislation authorizes public entities to self-insure and pool their assets to jointly control their risks and pay their claims. The City of Moreno Valley has been a

member of The Public Entity Risk Management Authority (PERMA), a member-directed pool dedicated to providing financially secure, stable and cost effective coverage programs and risk management services to its members. PERMA has developed public entity risk retention pools for general liability and workers' compensation coverage.

ALTERNATIVES

1. Approve the proposed resolution and appointment.
2. Do not approve the resolution and provide staff with additional direction.

Staff recommends Alternative 1.

FISCAL IMPACT

No fiscal impact.

PREPARATION OF STAFF REPORT

Prepared By:
Naomi Kamunyu
Human Resources Division Manager

Department Head Approval:
Brian Mohan
Assistant City Manager

CITY COUNCIL GOALS

None

CITY COUNCIL STRATEGIC PRIORITIES

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

ATTACHMENTS

To view large attachments, please click your “bookmarks”  on the left hand side of this document for the necessary attachment.

1. Resolution_Add_Director_Delegate Authority_2022

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	1/25/22 11:38 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	1/25/22 1:04 PM

RESOLUTION NO. 2022-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, FULFILLING ITS OBLIGATION AS A MEMBER OF THE PUBLIC ENTITY RISK MANAGEMENT AUTHORITY (PERMA) TO APPOINT A VOTING DELEGATE AND ALTERNATE TO THE PERMA BOARD OF DIRECTORS IN ORDER TO ENSURE CONSISTENT ATTENDANCE.

WHEREAS, The City of Moreno Valley ("City") is a member of PERMA, a joint powers authority created pursuant to the provisions of the California Government Code; and

WHEREAS, PERMA provides a Liability Program, Workers' Compensation Program, Property Program, and other coverage programs for its members; and

WHEREAS, The Joint Powers Agreement provides that PERMA's Board shall be comprised of one representative from each member; and

WHEREAS, The PERMA governing documents require that members not only appoint a representative to the Board but that the representative attend meetings as a condition of membership; and

WHEREAS, The Governing Body of each member may select and change any of its representatives by filing a resolution with PERMA; and

WHEREAS, Appointees must be 1) elected officials, OR 2) employees of the member agency; and

WHEREAS, City desires to designate its representative(s) to the PERMA Board of Directors;

WHEREAS, City acknowledges and affirms that its representatives have full authority to bind City;

WHEREAS, City acknowledges and affirms that actions properly approved or taken by the Board shall be binding for the City regardless of the vote of its designee or her/his presence when the action was taken;

WHEREAS, City acknowledges and affirms that each appointee is individually expected to meet all legal obligations of Board service, perform all duties set forth in PERMA's Governing Documents, and serve with keen attention to PERMA's purpose and high professional standards.

Resolution No. 2022-XX
Date Adopted: February 1, 2022

Attachment: Resolution_Add_Director_Delegate Authority_2022 [Revision 1] (5683 : APPROVE RESOLUTION AUTHORIZING THE CITY

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Moreno Valley does hereby, determine, and declare as follows:

SECTION 1. That Human Resources Manager Naomi Kamunyu is hereby appointed to serve as Voting Director on the PERMA Board of Directors.

SECTION 2. That the City Council has delegated the authority to appoint Voting Directors or alternates, to serve on the PERMA Board to the City Manager.

SECTION 3. That the individual designated by this City Council as the City's Voting Director is hereby confirmed and designated as the City's delegate for all purposes of representing the City's interests and exercising the authority of the City with respect to all matters delegated to the Board of Directors and signing all amendments as are contemplated to be approved by Board of Directors.

RESOLVED, that a copy of this Resolution shall be provided to the General Manager of PERMA before it may be deemed effective.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 20_____.

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

2
Resolution No. 2022-XX
Date Adopted: February 1, 2022

Attachment: Resolution_Add_Director_Delegate Authority_2022 [Revision 1] (5683 : APPROVE RESOLUTION AUTHORIZING THE CITY

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. 2022-XX was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 1st day of February 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

Resolution No. 2022-XX³
Date Adopted: February 1, 2022

Attachment: Resolution_Add_Director_Delegate Authority_2022 [Revision 1] (5683 : APPROVE RESOLUTION AUTHORIZING THE CITY



Report to City Council

TO: Mayor and City Council

FROM: Manuel A. Mancha, Community Development Director

AGENDA DATE: February 1, 2022

TITLE: SECOND READING AND CONSIDERATION OF ADOPTION OF ORDINANCE 985 TO AMEND THE ZONING CLASSIFICATION OF THE 17.67-ACRE PROJECT SITE FROM COMMUNITY COMMERCIAL (CC) DISTRICT TO LIGHT INDUSTRIAL (LI) DISTRICT FOR THE PROPERTY LOCATED ON THE SOUTH SIDE OF ALESSANDRO BOULEVARD BETWEEN FREDERICK STREET AND GRAHAM STREET ASSESSOR PARCEL NUMBERS 297-170-002 AND 297-170-003ERS 297-170-002 AND 297-170-003

RECOMMENDED ACTION

Recommendation:

1. Conduct a second reading by title only and adopt Ordinance No. 985.

SUMMARY

This report recommends the adoption of Ordinance No. 985, introduced at the January 18, 2022, City Council meeting approving a Change of Zone (PEN20-0119) to amend the zoning classification of the 17.67-acre project site from Community Commercial (CC) District to Light Industrial (LI) District. The project site is located on the south side of Alessandro Boulevard between Frederick Street and Graham Street, Assessor Parcel Numbers 297-170-002 and 297-170-003.

DISCUSSION

Based on review and consideration of the application for a Change of Zone submitted by the applicant CDRE Holding 17, Inc., in conjunction with a General Plan Amendment, a Parcel Map, and two Plot Plans, the City Council introduced the ordinance to amend

the Zoning Atlas at the January 18, 2022 meeting. The ordinance will change the zoning classification of the 17.67-acre site from Community Commercial (CC) District to Light Industrial (LI) District. The site is located on the south side of Alessandro Boulevard between Frederick Street and Graham Street, Assessor Parcel Numbers 297-170-002 and 297-170-003.

ALTERNATIVES

The City Council may consider the following alternatives:

1. Conduct the second reading by title only and adopt Ordinance No. 985. Staff recommends this alternative.
2. Provide revisions to the draft Ordinance and have staff return with the revised draft for another adoption process.
3. Provide alternate direction to staff.

FISCAL IMPACT

There are no fiscal impacts from the recommended action.

NOTIFICATION

The agenda was posted in accordance with the Brown Act.

PREPARATION OF STAFF REPORT

Prepared By:
Julia Descoteaux
Associate Planner

Department Head Approval:
Manuel A. Mancha
Community Development Director

Concurred By:
Sean P. Kelleher
Planning Official

CITY COUNCIL GOALS

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

CITY COUNCIL STRATEGIC PRIORITIES

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

6. Youth Programs

Objective 1.1: Proactively attract high-quality businesses.

Objective 1.3: Promote local hiring through the expansion of local, quality, high paying jobs, and workforce development efforts.

Objective 1.5: Showcase Moreno Valley’s unique assets.

Objective 2.5: Develop partnerships with local businesses and warehouse operators to reduce traffic related issues.

ATTACHMENTS

To view large attachments, please click your “bookmarks”  on the left hand side of this document for the necessary attachment.

- 1. Ordinance No. 985

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	1/25/22 4:31 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	1/25/22 5:26 PM

ORDINANCE NO. 985

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING CHANGE OF ZONE PEN20-0119 TO AMEND THE CITY ZONING ATLAS FOR THE 17.67-ACRE PROJECT SITE FROM COMMUNITY COMMERCIAL (CC) DISTRICT TO LIGHT INDUSTRIAL (LI) DISTRICT FOR THE COMPASS DANBE CENTERPOINTE PROJECT LOCATED ON THE SOUTH SIDE OF ALESSANDRO BOULEVARD BETWEEN FREDERICK STREET AND GRAHAM STREET (APN'S 297-170-002 AND 003)

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1 GENERAL:

1.1 CDRE Holdings, LLC., ("Developer") has filed an application for the approval of Change of Zone PEN20-0119 ("Application") to change the zoning designation of the site from Community Commercial (CC) District to Light Industrial (LI) District for the project located on the south side of Alessandro Boulevard between Frederick Street and Graham Street (APN's 297-170-002 and 003) ("Site"), which shall also require any necessary and corresponding amendment to the City's Zoning Atlas to reflect the proposed changes in the zoning classification and/or redistricting associated with the project site; and

1.2 At its August 26, 2021 meeting, the Planning Commission considered the Change of Zone for Compass Danbe Centerpointe project and recommended approval to the City Council; and

1.3 Pursuant to the provisions of the law, a public hearing was held before the City Council on January 18, 2022, for deliberations and decision.

1.4 The matter was fully discussed, and the public and other agencies were given opportunity to present testimony and documentation.

1.5 An Initial Study has been prepared for the Project for the purpose of compliance with the California Environmental Quality Act (CEQA). Based on the Initial Study including all supporting technical evidence, it was determined that the project impacts are expected to be less than significant with mitigation, and approval of a Mitigated Negative Declaration is an appropriate environmental determination for the Project.

SECTION 2 EVIDENCE:

That the City Council has considered all of the evidence submitted into the administrative record for Change of Zone PEN20-0119, including, but not limited to, the following:

- (a) Moreno Valley General Plan and all relevant provisions contained therein;
- (b) Title 9 (Planning and Zoning) of the Moreno Valley Municipal Code and all relevant provisions referenced therein;
- (c) The change the zoning designation of the site from Community Commercial District (CC) to Light Industrial District (LI) and all other relevant provisions contained therein as shown on Exhibit A;
- (d) Application for the approval of Change of Zone PEN20-0119 and all documents, records and references contained therein;
- (e) Staff Report prepared for the City Council’s consideration and all documents, records and references related thereto, and Staff’s presentation at the public hearing;
- (f) Testimony and/or comments from Applicant and its representatives during the public hearing; and
- (g) Testimony comments and/or correspondence from all persons that were provided in written format or correspondence, at, or prior to, the public hearing.

SECTION 3 FINDINGS:

That based on the foregoing Recitals and the Evidence contained in the Administrative Record as set forth above, the City Council hereby finds as follows:

- (a) The proposed amendment is consistent with the existing goals, objectives, policies and programs of the General Plan;
- (b) The proposed amendment will not adversely affect the public health, safety or general welfare; and
- (c) The proposed amendment is consistent with the purposes and intent of Title 9.

SECTION 4 AMENDMENT OF THE OFFICIAL ZONING ATLAS:

4.1 The City of Moreno Valley Official Zoning Atlas, as adopted by Ordinance No. 981, on August 3, 2021, of the City of Moreno Valley, and as amended thereafter from time to time by the City Council of the City of Moreno Valley, is further amended by placing in effect the zone or zone classification to page 96 of the Official Zoning Atlas as shown on the attached map marked “Exhibit A” and included herein by reference and on file in the office of the City Clerk.

SECTION 5 EFFECT OF ENACTMENT:

5.1 Except as specifically provided herein, nothing contained in this ordinance shall be deemed to modify or supersede any prior enactment of the City Council which addresses the same subject addressed herein.

SECTION 6 NOTICE OF ADOPTION:

6.1 Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

SECTION 7 EFFECTIVE DATE:

7.1 This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this 1st day of February, 2022.

CITY OF MORENO VALLEY
CITY COUNCIL

Dr. Yxstian A. Gutierrez
Mayor of the City of Moreno Valley

ATTEST:

Pat Jacquez-Nares, City Clerk

APPROVED AS TO FORM:

Steven B. Quintanilla, Interim City Attorney

Attachment: Ordinance No. 985 [Revision 2] (5684 : Second Reading for Compass Danbe Centerpointe Project)

ORDINANCE JURAT

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

I, Pat Jacquez-Nares, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. 985 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 1st day of February, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

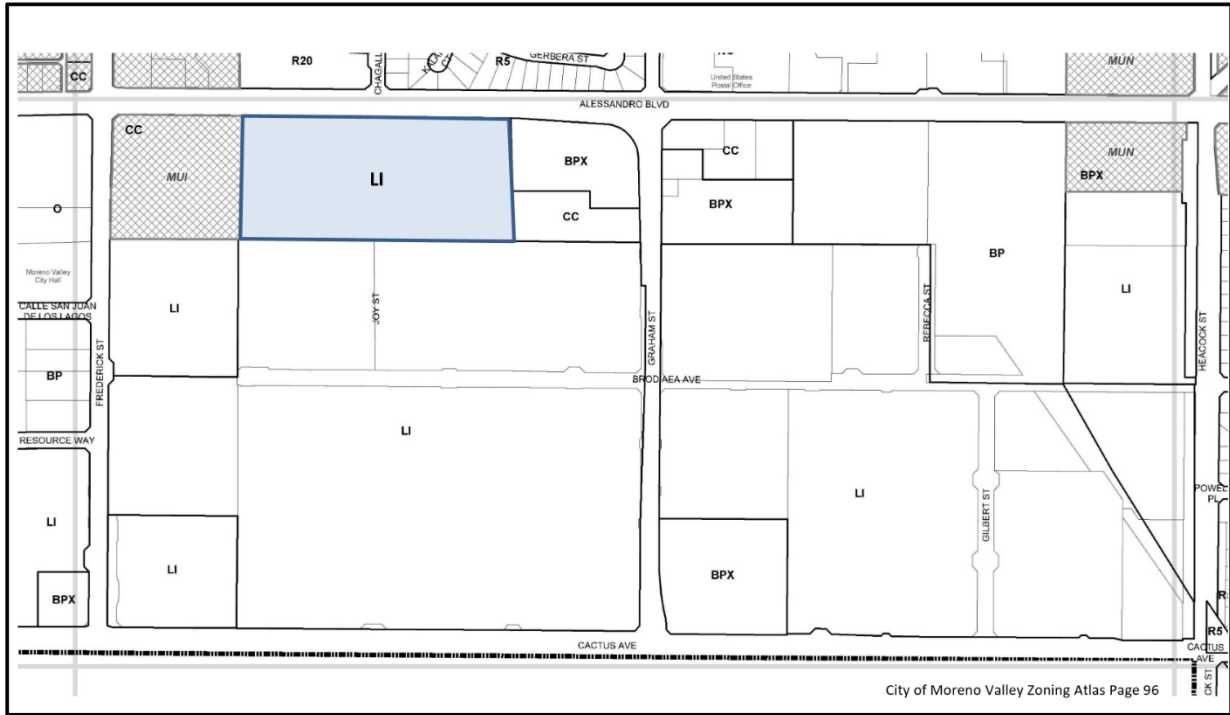
(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

Attachment: Ordinance No. 985 [Revision 2] (5684 : Second Reading for Compass Danbe Centerpointe Project)

EXHIBIT A



PEN20-0119 - Change of Zone

Community Commercial (CC) to Light Industrial (LI)

Attachment: Ordinance No. 985 [Revision 2] (5684 : Second Reading for Compass Danbe Centerpointe Project)



Report to City Council

TO: Mayor and City Council

FROM: Manuel A. Mancha, Community Development Director

AGENDA DATE: February 1, 2022

TITLE: SECOND READING AND CONSIDERATION OF ADOPTION OF ORDINANCE 986 TO AMEND THE ZONING CLASSIFICATION OF THE 1.61-ACRE PROJECT SITE FROM PUBLIC (P) DISTRICT TO RESIDENTIAL 15 (R15) DISTRICT FOR THE PROPERTY LOCATED ON THE EAST SIDE OF INDIAN STREET NORTH OF COTTONWOOD AVENUE PARCEL NUMBER 482-161-026

RECOMMENDED ACTION

Recommendation:

1. Conduct the second reading by title only and adopt Ordinance No. 986.

SUMMARY

This report recommends adoption of Ordinance No. 986, introduced at the January 18, 2022 City Council meeting approving a Change of Zone (PEN21-0114) to amend the zoning classification of the 1.61-acre project site from Public (P) District to Residential 15 (R15) District for the project site located on the east side of Indian Street north of Cottonwood Avenue, Assessor Parcel Number 482-161-026.

DISCUSSION

Based on review and consideration of the application for a Change of Zone submitted by the applicant Rancho Belago Developers Inc., in conjunction with a General Plan Amendment and a Plot Plan, the City Council introduced the ordinance to amend the City Zoning Atlas at the January 18, 2022 meeting. The ordinance will change the zoning classification of the 1.61-acre site from Public (P) District to Residential 15 (R15) District. The site is located on the east side of Indian Street north of Cottonwood Avenue, as shown on Exhibit A of the ordinance.

ALTERNATIVES

The City Council may consider the following alternatives:

1. Conduct the second reading by title only and adopt Ordinance No. 986. Staff recommends this alternative.
2. Provide revisions to the draft Ordinance and have staff return with the revised draft for another adoption process.
3. Provide alternate direction to staff.

FISCAL IMPACT

There are no fiscal impacts from the recommended action.

NOTIFICATION

The agenda was posted in accordance with the Brown Act.

PREPARATION OF STAFF REPORT

Prepared By:
Julia Descoteaux
Associate Planner

Department Head Approval:
Manuel A. Mancha
Community Development Director

Concurred By:
Sean P. Kelleher
Planning Official

CITY COUNCIL GOALS

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

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

CITY COUNCIL STRATEGIC PRIORITIES

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

ATTACHMENTS

To view large attachments, please click your “bookmarks”  on the left hand side of this document for the necessary attachment.

- 1. Ordinance No. 986

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	1/25/22 11:31 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	1/25/22 1:05 PM

ORDINANCE NO. 986

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING CHANGE OF ZONE (PEN21-0114) TO AMEND THE CITY ZONING ATLAS FROM PUBLIC (P) DISTRICT TO RESIDENTIAL 15 (R15) DISTRICT, FOR THE PROPERTY LOCATED ON THE EAST SIDE OF INDIAN STREET NORTH OF COTTONWOOD AVENUE (APN 482-161-026)

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1 GENERAL:

1.1 Rancho Belago Developer, Inc., (“Applicant”) has filed an application for the approval of the Courtyards at Cottonwood Phase II, which includes the approval of a Change of Zone (PEN21-0114) (“Application”) a request to amend the City’s Zoning Atlas from Public (P) District to Residential 15 (R15) District for the property located on the east side of Indian Street north of Cottonwood Avenue (APN 482-161-026) (“Project Site”); and

1.2 At its December 9, 2021 meeting, the Planning Commission considered the Change of Zone for Courtyards at Cottonwood Phase II project and recommended approval to the City Council; and

1.3 Pursuant to the provisions of the law, a public hearing was held before the City Council on January 18, 2022, for deliberations and decision; and

1.4 The matter was fully discussed, and the public and other agencies were given opportunity to present testimony and documentation; and

1.5 An Initial Study has been prepared for the Project for the purpose of compliance with the California Environmental Quality Act (CEQA). Based on the Initial Study including all supporting technical evidence, it was determined that the project impacts are expected to be less than significant with mitigation, and approval of a Mitigated Negative Declaration is an appropriate environmental determination for the Project.

SECTION 2 EVIDENCE:

That the City Council has considered all of the evidence submitted into the administrative record for Change of Zone (PEN21-0114), including, but not limited to, the following:

- (a) Moreno Valley General Plan and all relevant provisions contained therein;
- (b) Title 9 (Planning and Zoning) of the Moreno Valley Municipal Code and all relevant provisions referenced therein;

Attachment: Ordinance No. 986 [Revision 1] (5682 : Second Reading Courtyards at Cottonwood Phase II)

- (c) The change the zoning designation of the site from Public (P) District to Residential 15 (R15) District, and all other relevant provisions contained therein as shown on Exhibit A;
- (d) Application for the approval of Change of Zone (PEN21-0114) and all documents, records and references contained therein;
- (e) Staff Report prepared for the City Council’s consideration and all documents, records and references related thereto, and Staff’s presentation at the public hearing;
- (f) Testimony and/or comments from Applicant and its representatives during the public hearing; and
- (g) Testimony comments and/or correspondence from all persons that were provided in written format or correspondence, at, or prior to, the public hearing.

SECTION 3 FINDINGS:

That based on the foregoing Recitals and the Evidence contained in the Administrative Record as set forth above, the City Council hereby finds as follows:

- (a) The proposed amendment is consistent with the existing goals, objectives, policies and programs of the General Plan;
- (b) The proposed amendment will not adversely affect the public health, safety or general welfare; and
- (c) The proposed amendment is consistent with the purposes and intent of Title 9.

SECTION 4 AMENDMENT OF THE OFFICIAL ZONING ATLAS:

4.1 The City of Moreno Valley Official Zoning Atlas, as adopted by Ordinance No. 981, on August 3, 2021, of the City of Moreno Valley, and as amended thereafter from time to time by the City Council of the City of Moreno Valley, is further amended by placing in effect the zone or zone classification to page 96 of the Official Zoning Atlas as shown on the attached map marked “Exhibit A” and included herein by reference and on file in the office of the City Clerk.

SECTION 5 EFFECT OF ENACTMENT:

5.1 Except as specifically provided herein, nothing contained in this ordinance shall be deemed to modify or supersede any prior enactment of the City Council which addresses the same subject addressed herein.

SECTION 6 NOTICE OF ADOPTION:

6.1 Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

SECTION 7 EFFECTIVE DATE:

7.1 This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this 1st day of February, 2022.

CITY OF MORENO VALLEY
CITY COUNCIL

Dr. Yxstian A. Gutierrez
Mayor of the City of Moreno Valley

ATTEST:

Pat Jacquez-Nares, City Clerk

APPROVED AS TO FORM:

Steven B. Quintanilla, Interim City Attorney

Attachment: Ordinance No. 986 [Revision 1] (5682 : Second Reading Courtyards at Cottonwood Phase II)

ORDINANCE JURAT

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

I, Pat Jacquez-Nares, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. 986 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 1st day of February, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

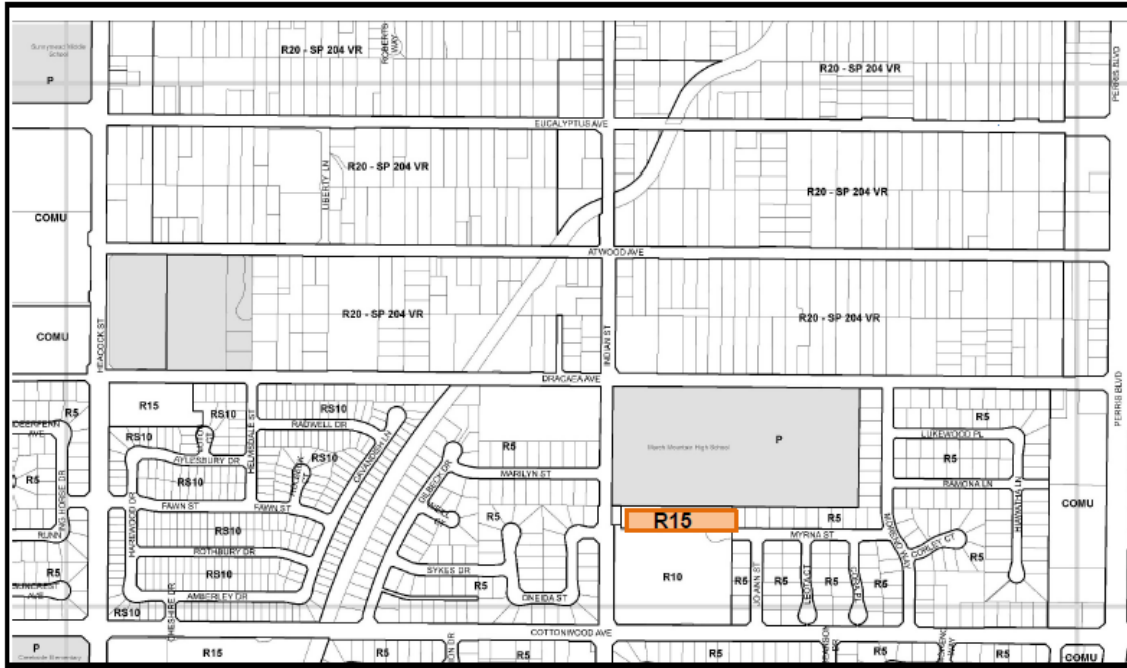
(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

Attachment: Ordinance No. 986 [Revision 1] (5682 : Second Reading Courtyards at Cottonwood Phase II)

EXHIBIT A



City of Moreno Valley Zoning Atlas Page 71

PEN21-0114 – Change of Zone

Public (P) to Residential 15 (R15)

Attachment: Ordinance No. 986 [Revision 1] (5682 : Second Reading Courtyards at Cottonwood Phase II)



Report to City Council

TO: Mayor and City Council

FROM: Brian Mohan, Assistant City Manager

AGENDA DATE: February 1, 2022

TITLE: PUBLIC HEARING FOR ONE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MAIL BALLOT PROCEEDING

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Conduct the Public Hearing and accept public testimony for the mail ballot proceeding for the National Pollutant Discharge Elimination System (NPDES) Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate to be applied to the property tax bill of the parcel identified herein (Alessandro Industrial No. 14, LP, located on the south side of Alessandro Blvd., west of Heacock St.).
2. Direct the City Clerk to open and count the returned NPDES ballot;
3. Verify and accept the results of the mail ballot proceeding as maintained by the City Clerk on the Official Tally Sheet and if approved, set the rate and impose the applicable NPDES Regulatory Rate on the Assessor's Parcel Number as mentioned;
4. Receive and file the Official Tally Sheet with the City Clerk's office.

SUMMARY

The action before the City Council is to conduct a Public Hearing for one National Pollutant Discharge Elimination System (NPDES) mail ballot proceeding. The process to accept one parcel into the City's NPDES funding program impacts only the property owner identified below, not the general citizens or taxpayers of the City.

DISCUSSION

The Clean Water Act of 1987 established requirements for the discharge of Urban Runoff from Municipal Separate Storm Sewer Systems under the NPDES program. The Santa Ana Regional Water Quality Control Board administers the NPDES program through the issuance of a Permit. The NPDES program requires public agencies to obtain coverage under the Permit to discharge urban stormwater runoff from municipally owned drainage facilities, including streets, highways, storm drains, and flood control channels. The City’s current NPDES Permit requires all new development projects to comply with stormwater management requirements.

The City Council originally adopted the NPDES Residential Regulatory Rate on June 10, 2003 and the NPDES Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate (“Commercial/Industrial Rate”) on January 10, 2006. Each fiscal year, the City Council reviews and sets the rates for the following fiscal year.

As a condition of approval for the development project identified below, the applicant is required to provide an ongoing funding source for the NPDES program. The funding is used to mitigate the increase in costs to the NPDES program, which will be created by their development project.

Property Owner/ Project	Assessor’s Parcel Number	Location	FY 2021/22 Maximum Rate ¹
Alessandro Industrial No. 14 LP 280,800 sf Business Park PEN20-0038/SBP20-0020	297-170-083	South side of Alessandro Blvd., west of Heacock St.	\$264.63/parcel Commercial/Industrial Rate
¹ The parcel’s development status will be evaluated, and the applied rate calculated in accordance with the rate schedule, prior to levying the NPDES rate on the property tax roll each year. The applied rate is the amount applied to the property tax bill. It cannot exceed the maximum rate.			

An applicant has two options to satisfy the condition of approval:

1. The property owner approves the NPDES rate and authorizes the City to collect the rate on the annual Riverside County property tax bill through participation in a successful mail ballot proceeding; or
2. The applicant funds an endowment.

The Property Owner listed above elected to have the NPDES rate applied to the annual property tax bill of the property under development. Proposition 218 outlines the process to approve new charges, or an increase to existing charges, on property tax bills, which includes conducting a mail ballot proceeding, noticing requirements, timing of noticing, and providing an opportunity for the property owner to address the City Council (i.e., public comment portion of the Public Hearing). A notice describing the purpose and amount of the charge, including the potential annual inflationary adjustment, and a ballot for the property was mailed to the Property Owner at least 45-days in advance of tonight’s meeting (see Attachment 1). The ballot is due to the City Clerk prior to the close

of the Public Hearing. The ballot can be opened and counted, and results announced, at the close of the Public Hearing.

The condition of approval to provide a funding source for the NPDES program will be satisfied with a property owner's approval of the NPDES mail ballot (i.e., marked yes and signed) and City Council acceptance of the results. In the event the ballot is not returned, is not approved, or is invalid (e.g., unmarked or unsigned), this condition of approval will remain unsatisfied and may delay development of the project. In the event more than one mail ballot proceeding is being conducted tonight, each ballot will be counted separately to determine if a property owner approved inclusion of their property in the NPDES funding program.

This action meets the Strategic Plan Priorities to manage and maximize Moreno Valley's public infrastructure to ensure an excellent quality of life, develop and implement innovative, cost effective infrastructure maintenance programs, public facilities management strategies, and capital improvement programming and project delivery.

ALTERNATIVES

1. Conduct the Public Hearing and upon its close, open, count, and verify the returned ballot and accept the results. *Staff recommends this alternative since it will satisfy the project's condition of approval provided the property owner approves the ballot.*
2. Open the Public Hearing and continue it to a future regularly scheduled City Council meeting. *Staff does not recommend this alternative because it will delay announcement of the ballot results and may delay project development.*
3. Do not conduct the Public Hearing. *Staff does not recommend this alternative since it will delay the condition of approval from being satisfied and may delay project development. The City will incur additional costs to restart the 45-day noticing period.*
4. Do not conduct the Public Hearing at this time but reschedule it to a date specific regularly scheduled City Council meeting. *Staff does not recommend this alternative because it may delay project development and will cause the City to incur additional costs to restart the 45-day noticing period.*

FISCAL IMPACT

Revenue received from the NPDES rate is restricted and can only be used within the stormwater management program. The revenue provides funding to maintain compliance with the unfunded requirements of the Permit. It also offsets stormwater management program expenses, which reduces the financial impact to the General

Fund. The NPDES rate is only applied to the property tax bills of parcels where approval of the rate has been authorized through a successful mail ballot proceeding.

The FY 2021/22 maximum Commercial/Industrial Rate is \$264.63 per parcel, and any division thereof. The maximum NPDES rates are subject to an annual inflationary adjustment. However, the annual adjustment cannot be applied unless the City Council annually authorizes such adjustment. The increase to the maximum rate cannot exceed the annual inflationary adjustment without approval of the property owners subject to the charge. The NPDES rate applied to the property tax bill will be based on the development status of the property at the time the applied rates are calculated for the upcoming fiscal year.

NOTIFICATION

The ballot documents were mailed to the Property Owner at least 45-days in advance of the Public Hearing. The documents included a notice, NPDES ballot, applicable NPDES Rate schedule, map of the project area, instructions for marking and returning the ballot, and a postage-paid return envelope addressed to the City Clerk.

The Press-Enterprise published the legal notice for tonight's Public Hearing on January 13, 2022 and January 20, 2022.

PREPARATION OF STAFF REPORT

Prepared By:
Kimberly Ganimian
Special Districts Division Manager

Department Head Approval:
Brian Mohan
Assistant City Manager

Concurred By:
Michael Lloyd, P.E.
Public Works Director/City Engineer

CITY COUNCIL GOALS

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

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

CITY COUNCIL STRATEGIC PRIORITIES

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

6. Youth Programs

Objective 5.2: Promote the installation and maintenance of cost effective, low maintenance landscape, hardscape and other improvements which create a clean, inviting community.

ATTACHMENTS

To view large attachments, please click your “bookmarks”  on the left hand side of this document for the necessary attachment.

- 1. Ballot Documents - Alessandro Industrial No 14, LP

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	1/26/22 7:16 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	1/26/22 8:41 AM

Tel: 951.413.3480
 Fax: 951.413.3170
 www.moval.org



14177 FREDERICK STREET
 P. O. BOX 88005
 MORENO VALLEY, CA 92552-0805

December 16, 2021

ALESSANDRO INDUSTRIAL NO 14, LP
 4900 Santa Anita, Ave #2C
 El Monte, CA 91731
 ATTN: Ryan Liu

NOTICE TO PROPERTY OWNER - MAIL BALLOT PROCEEDING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MAXIMUM COMMON INTEREST, COMMERCIAL, INDUSTRIAL, AND QUASI-PUBLIC USE REGULATORY RATE FOR APN(s) 297170083

******* OFFICIAL BALLOT ENCLOSED *******

Introduction

In November of 1996, California voters passed Proposition 218 (“The Right to Vote on Taxes Act”). As a result, any new or proposed increase in a property-related charge requires approval by the property owner of record. In compliance with Proposition 218 legislation, the City of Moreno Valley Special Districts Division is conducting a mail ballot proceeding to provide the owner of the APN(s) listed above the opportunity to express support for or opposition to the approval of the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate and services. Approval of the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate through a mail ballot proceeding fulfills the Land Development Division’s Condition of Approval to provide a funding source for the NPDES financial program.

Background

The Clean Water Act of 1987 established requirements for the discharge of Urban Runoff from Municipal Separate Storm Sewer Systems under the NPDES Program. The NPDES Program is administered by the Santa Ana Regional Water Quality Control Board through the issuance of a Permit. The City’s current NPDES Permit mandates all new development projects comply with storm water management activities. The NPDES Program requires public agencies to obtain coverage under the Permit to discharge urban storm water runoff from municipally owned drainage facilities, including streets, highways, storm drains, and flood control channels.

Services Provided

In compliance with the Federal Clean Water Act, the City of Moreno Valley shall provide annual and periodic facility inspections for site design, NPDES permit compliance, and Best Management Practices implementation and maintenance for specified facilities.

How is the Amount of the Charge Determined?

Each fiscal year (FY), the City of Moreno Valley determines the type of services necessary to comply with NPDES Permit requirements and levies the rate applicable for that service, not to

Notice of Mail Ballot Proceeding for ALESSANDRO INDUSTRIAL NO 14, LP
December 16, 2021

exceed the rate previously approved by the property owner.

Proposed Charge

For FY 2021/2022, the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate is \$264.63 per parcel. The total amount of the NPDES rates levied for FY 2021/22 was \$712,335.22 for the program as a whole.

Annual Adjustment

Beginning in FY 2022/23, the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate will be subject to an annual adjustment based on the percentage change calculated for the previous year in the Los Angeles-Long Beach-Anaheim Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

Duration of the Charge

Upon approval of the NPDES Maximum select rate Regulatory Rate, the annual levy amount will be assessed to the APN(s) listed above (and any division thereof) and shall be placed on the Riverside County property tax bill or included as a monthly charge on a utility bill. The NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate will be levied each following year at the proposed rate, which includes an annual inflation adjustment.

Public Hearing

To provide information concerning this mail ballot proceeding, the City has scheduled a Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

Public Hearing

Tuesday, February 1, 2022

6:00 p.m.

(Or As Soon Thereafter As The Matter May Be Called)

Tabulation of the returned ballot will commence after the close of the public testimony portion of the Public Hearing. Any ballot received shall be tabulated under the direction of the City Clerk in compliance with the City's Policy for Conducting Mail Ballot Proceedings Policy #1.12.

Effect if the Charge is Approved

Approval of the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate will be confirmed if the ballot is marked in favor (marked Yes) of the NPDES rate. Approving the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate through a mail ballot proceeding will fulfill the Land Development Division's Condition of Approval to provide an ongoing funding source for the NPDES financial program.

Effect if the Charge is Not Approved

Not approving the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate to meet state and federally mandated NPDES Permit requirements **will not**

Notice of Mail Ballot Proceeding for ALESSANDRO INDUSTRIAL NO 14, LP
December 16, 2021

satisfy the Land Development Division's Condition of Approval to provide a funding source for the NPDES financial program. If the returned ballot is marked "No", the NPDES rate will not be levied on the property tax bill.

Effect if the Ballot is Deemed Invalid or Incomplete

Not marking the corresponding box on the ballot in support of or opposition to the proposed program and annual rate and/or not signing the ballot will result in an invalid ballot. In order to satisfy the Land Development Division's Condition of Approval by placement of the NPDES rate on the annual property tax bill, the mail ballot proceeding and 45-day noticing period will need to start over. Reinitiating the process will require payment of the mail ballot proceeding fee.

For More Information

If you have any questions about the mail ballot proceeding process, please contact Isa Rojas, Management Analyst, with the City's Special Districts Division at 951.413.3470 or via email at IsaRo@moval.org or SDAdmin@moval.org during the City's business hours.

Questions regarding the NPDES financial program, the annual rate, or the Land Development Division's Conditions of Approval should be directed to the Land Development Division at 951.413.3120 or via email at landdevelopment@moval.org during the City's business hours.

The City's business hours are Monday through Thursday from 7:30 a.m. to 5:30 p.m. and Friday from 7:30 a.m. to 4:30 p.m.

Completing Your Ballot

Please follow the instructions below to complete and return your ballot. Procedures for the completion, return, and tabulation of the ballot are also on file in the City Clerk's office.

1. Mark the enclosed ballot in support of or opposition to the proposed program and annual rate **by placing a mark in the corresponding box**. Ballots received without a designated vote will be considered invalid.
2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will not be counted*.
3. Mail or personally deliver your completed ballot in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the public testimony portion of the Public Hearing scheduled for **February 1, 2022**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:00 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.







Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:



A check mark substantially inside a box;

Notice of Mail Ballot Proceeding for ALESSANDRO INDUSTRIAL NO 14, LP
December 16, 2021

-  An X mark substantially inside a box;
-  A dot or oval mark substantially inside a box;
-  A completely shaded or filled mark substantially inside a box;
-  A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;
-  A circle around the box and/or associated clause; or
-  A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time **prior** to the conclusion of public testimony at the Public Hearing. **The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.**

OFFICIAL MAIL BALLOT
for Assessor's Parcel Number (APN)
297170083

National Pollutant Discharge Elimination System (NPDES)
Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate

YES* — as property owner of the APN(s) listed above, **I approve** the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate and services. For fiscal year (FY) 2021/22, the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate is \$264.63 per parcel. Upon approval of the maximum regulatory rate, the annual levy amount shall be placed on the annual Riverside County property tax bill or included as a monthly charge on a utility bill. Beginning FY 2022/23, the maximum regulatory rate will be subject to an annual adjustment based on the percentage change calculated for the previous year in the Los Angeles-Long Beach-Anaheim Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The City shall provide annual and periodic facility inspections for site design, NPDES permit compliance, and Best Management Practices implementation and maintenance for specified facilities.

NO** — as property owner of the APNs listed above, **I do not approve** the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate and services. I understand that not approving the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate to fund state and federally mandated NPDES Permit requirements will not satisfy the project's Conditions of Approval. The NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate will not be levied on the annual Riverside County property tax bill.

YES*	NO**	Weighted Ballot Count*	Fiscal Year 2021/22 NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate per Parcel
<input type="checkbox"/>	<input type="checkbox"/>	1	\$264.63

Each Assessor's Parcel Number equals 1 Weighted Ballot.

I HEREBY DECLARE UNDER PENALTY OF PERJURY THAT I AM THE RECORD OWNER OF THE PARCEL(S) IDENTIFIED ON THIS BALLOT OR AM AUTHORIZED TO SUBMIT A BALLOT ON BEHALF OF THE RECORD OWNER.

SIGNATURE OF PROPERTY OWNER

PRINTED NAME _____ DATE _____

Please remember to mark the appropriate box, sign and date the ballot, and return to the City Clerk's office in the enclosed envelope. This ballot must be received by the City Clerk of the City of Moreno Valley prior to the close of the public testimony portion of the Public Hearing. The Public Hearing will be held at 6:00 p.m., or as soon thereafter as the matter may be called, on February 1, 2022, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California.

Ballot(s) deemed invalid or incomplete will be discarded and a new process must be initiated in order to place the charge on the annual Riverside County property tax bill, which includes payment of the mail ballot fee.

Attachment: Ballot Documents - Alessandro Industrial No 14, LP (5628 : PUBLIC HEARING FOR ONE NATIONAL POLLUTANT DISCHARGE

COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE NPDES RATE SCHEDULE
 Adopted by the City Council on January 10, 2006





LEVEL 1		LEVEL II			
NPDES Administration		Site Design, Source Control and Treatment Control BMPs Monitoring and Maintenance			
<i>(Not covered by CSA 152)</i>					
<p>Costs associated with personnel, administration and management of the storm water management program. Administrative tasks include development and filing of various stormwater reports and data collection and management.</p> <p>Level I is levied on all parcels conditioned for the NPDES Rate Schedule.</p>		<p>Costs associated with stormwater and non-stormwater runoff monitoring, inspection of the project's site design, source control and treatment control BMPs; evaluation of site stormwater compliance activities, review of site-specific technical reports and treatment control BMP maintenance records.</p>			
<p>Fiscal Year (FY) 2005/2006 - Base Year Calculation, subject to an annual inflation factor based on the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics</p>					
PARCEL RATE	Per Month	Per Year	PARCEL RATE	Per Month	Per Year
	\$3.86	\$46.26		\$18.20	\$218.36

Inflation Factor Adjustments

- FY 2006/2007 - 4.5% = (\$33.00 & \$158.00)*
- FY 2007/2008 - 3.1% = (\$34.00 & \$163.00)*
- FY 2008/2009 - 4.2% = (\$35.00 & \$170.00)*
- FY 2009/2010 - no change = (\$35.00 & \$170.00)*
- FY 2010/2011 - no change = (\$35.00 & \$170.00)*
- FY 2011/2012 - 3.8% = (\$36.00 & \$176.00)*
- FY 2012/2013 - 2.7% = (\$37.00 & \$181.00)*
- FY 2013/2014 - 2.0% = (\$38.00 & \$185.00)*
- FY 2014/2015 - 1.14% = (\$39.52 & \$186.49)*
- FY 2015/2016 - 0.73% = (\$39.81 & \$187.85)*
- FY 2016/2017 - 2.03% = (\$40.62 & \$191.66)*
- FY 2017/2018 - 1.97% = (\$41.42 & \$195.44)*
- FY 2018/2019 - 3.61% = (\$42.90 & \$202.48)*
- FY 2019/2020 - 3.24% = (\$44.30 & \$209.40)*
- FY 2020/2021 - 2.96% = (\$45.60 & \$215.24)*
- FY 2021/2022 - 1.45% = (\$46.26 & \$218.36)*



**Alessandro Industrial
No. 14, LP
280,800 sq. ft.
Business Park
PEN20-0038**

- APN**
 297170083
-  Parcels
-  City Boundary
-  Roads

Map reflects all changes indicated on Riverside County Assessor Maps as of July 18, 2019.



G:\Divisions\SpecialDist\2018\WXD
VPEN180027_PEN180028.mxd

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. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recycled or resold.





Report to City Council

TO: Mayor and City Council

FROM: Steve Quintanilla, Interim City Attorney

AGENDA DATE: February 1, 2022

TITLE: FIRST PUBLIC HEARING REGARDING THE DECENNIAL CITY COUNCIL REDISTRICTING PROCESS BASED ON RECENTLY RELEASED 2020 US CENSUS POPULATION DATA FOR THE CITY OF MORENO VALLEY

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Conduct the first of four public hearings regarding the adjustment of City Council District boundaries in light of the 2020 Census, pursuant to Elections Code Sections 21601-21609; and
2. Provide feedback, if any, regarding Communities of Interest or other considerations relating to the process.

SUMMARY

Members of the Moreno Valley City Council are elected using “by-district” elections, meaning elections in which a candidate for the Council may only run for office in the district in which he or she resides and is elected only by the voters in that district.

State law (Elections Code §§ 21600-21609) requires that any city using district elections readjust its boundaries in the year following the release of each U.S. Census, to rebalance the population in accordance with federal equal population requirements. That rebalancing must be done in accordance with the federal Voting Rights Act, the Equal Protection Clause, and applicable State law.

This is the first of four public hearings related to the Redistricting Process that are intended to provide the public with a meaningful opportunity to comment and to submit maps related to the Redistricting Process for consideration by the City Council.

BACKGROUND

In 2019, the State Legislature enacted AB 849 and AB 1276, which substantially re-wrote the State law provisions governing the Redistricting Process as it relates to cities. The new law requires a significantly more detailed public process, including requirements for more public hearings; new notice and public outreach requirements; translation requirements; the creation and maintenance (for ten years) of a redistricting website, etc. The City has already established the required website at redistrictmoval.org.

The new law also limits the discretion that city councils previously had in determining the redistricting criteria to be applied under State law, and instead prescribes specific criteria that the City Council must follow and sets the priority to be given to each criterion.

DISCUSSION

A. Substantive Requirements

The official adjusted¹ 2020 population of Moreno Valley is 209,667, and the ideal district size is 52,417 total persons. The populations of the current districts as reflected in the adjusted Census data are as follows:

District 1:	50,844
District 2:	51,719
District 3:	53,474
District 4:	53,630

The Supreme Court has held that there does not have to be perfect equality amongst the district populations, but a plan with a “total deviation” exceeding 10% is presumed to be unconstitutionally malapportioned. The “total deviation” is calculated by determining the difference in population between the largest and smallest districts and then dividing by the ideal population.

Applying that formula, we subtract the population of District 1 (the least populated, 3.00% below the ideal) from the population of District 4 (the most populated, 2.31% above the ideal) to get a range of 2,786. Dividing that range by the ideal population of 52,417, the “total deviation” of the City’s current district plan is 5.32%—which is way within the permissible 10% range.

However, under State law there are additional criteria that must be complied with. State law requires that the districts conform to the following:

- 1) The districts must be “substantially equal in population” as defined by the Supreme Court (*i.e.*, within the 10% range discussed above).

¹ Pursuant to State law, the population as reflected in the Census must be adjusted to redistribute incarcerated prisoners back to their last known place of pre-incarceration residence. See Elec. Code § 21601(a). Those are the data addressed herein.

- 2) The districts must comply with the federal Voting Rights Act of 1965 (52 U.S.C. Sec. 10301 et seq.).
- 3) The districts must comply with constitutional restrictions on “racial gerrymandering.
- 4) Subject to the constitutional and federal law requirements noted in paragraphs (1) – (3), voting districts must be established according to four statutory criteria, ranked in order of priority:
 - To the extent practicable, council districts shall be geographically contiguous. Areas that meet only at the points of adjoining corners are not contiguous. Areas that are separated by water and not connected by a bridge, tunnel, or regular ferry service are not contiguous.
 - To the extent practicable, the geographic integrity of any local neighborhood or local Community of Interest shall be respected in a manner that minimizes its division. A “Community of Interest” is a population that shares common social or economic interests that should be included within a single district for purposes of its effective and fair representation. Communities of Interest do not include relationships with political parties, incumbents, or political candidates.
 - Council district boundaries should be easily identifiable and understandable by residents. To the extent practicable, council districts shall be bounded by natural and artificial barriers, by streets, or by the boundaries of the City.
 - To the extent practicable, and where it does not conflict with the preceding criteria in this subdivision, council districts shall be drawn to encourage geographical compactness in a manner that nearby areas of population are not bypassed in favor of more distant populations.

B. Process

Under the pertinent State laws as amended by AB 849 and AB 1276 (in 2019), the City Council is required conduct at least four public hearings prior to adopting an updated district boundary map. At least one such hearing must be held prior to the drafting of possible mapping alternatives, and at least two must be held after the drafting of possible mapping options.

This is the first of the required public hearings, with the remaining hearings to be conducted on February 15, 2022; March 1, 2022; and March 15, 2022. The legal deadline to complete this process is April 17, 2022.

Per State law, the hearings must be conducted at a specific time; this hearing is noticed to begin at 6:00 p.m. The chief purpose of these mapping hearings is to obtain feedback from the public regarding possible changes to the districts, in particular Communities of Interest.

ALTERNATIVES

The City Council has the following alternatives:

1. Conduct the public hearing. *This alternative will comply with State law and allow the City Council and the City's consultants to receive feedback from the public regarding the adjustment of district boundaries in light of the 2020 Census.*
2. Do not conduct the public hearing. *If the process required by State law is not completed by the legal deadline, responsibility for redrawing the council districts shifts to the Riverside County Superior Court.*

FISCAL IMPACT

None

NOTIFICATION

The Public Hearing Notice was published in the Press Enterprise Newspaper at least ten days in advance of the Public Hearing. Notices of the Public Hearing were also posted at City Hall, Senior Center, City's Website and at the City's three Library Branches.

PREPARATION OF STAFF REPORT

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Concurred By:
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City Manager

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

To view large attachments, please click your “bookmarks”  on the left hand side of this document for the necessary attachment.

None

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	1/26/22 2:30 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	1/26/22 2:33 PM