



## **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**

**May 3, 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 951.413.3350 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  
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  
MAY 3, 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**

**SPECIAL ORDER OF BUSINESS**

1. RESOLUTION RECITING THE FACT OF THE CITY OF MORENO VALLEY SPECIAL VACANCY ELECTION HELD ON APRIL 12, 2022, DECLARING THE OFFICIAL RESULTS AND SUCH OTHER MATTERS AS PROVIDED BY LAW (Report of: City Clerk)

**Recommendation: That the City Council:**

1. Adopt a Resolution of the City Council of the City of Moreno Valley, California, reciting the fact of the City of Moreno Valley Special Vacancy Election held on April 12, 2022, declaring the results and such other matters as provided by law.

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

All items listed under the Consent Calendars, Sections A, B, C, D, and E are considered

to be routine and non-controversial, and may be enacted by one motion unless a member of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency, Housing Authority or the Board of Library Trustees requests that an item be removed for separate action. The motion to adopt the Consent Calendars is deemed to be a separate motion by each Agency and shall be so recorded by the City Clerk. Items withdrawn for report or discussion will be heard after public hearing items.

## **A. CONSENT CALENDAR-CITY COUNCIL**

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

**Recommendation:** Waive reading of all Ordinances.

- A.2. MINUTES - CITY COUNCIL - REGULAR MEETING - APR 5, 2022 6:00 PM

Recommendation: Approve as submitted.

- A.3. MINUTES - CITY COUNCIL - CLOSED SESSION - APR 5, 2022 5:00 PM

Recommendation: Approve as submitted.

- A.4. MINUTES - CITY COUNCIL - REGULAR MEETING - APR 19, 2022 6:00 PM

Recommendation: Approve as submitted.

- A.5. PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN PARCELS INTO COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) - (RESO. NOS. CSD 2022- \_\_ and CSD 2022- \_\_) (Report of: Financial & Management Services)

**Recommendation:**

1. Adopt Resolution No. 2022-\_\_\_\_, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2021-01 (Parks Maintenance) and approving the amended map for said District (Amendment No.12) (Daniel Tellez Delucio, located at 27861 Spring Grove St.).
2. Adopt Resolution No. 2022-\_\_\_\_, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2021-01 (Parks Maintenance) and approving the amended map for said District (Amendment No. 14) (HF Logistics-SKX T2, LLC, located at the northeast corner of Redlands Blvd. and

Eucalyptus Ave.).

- A.6. ADOPTION OF RESOLUTION TO ESTABLISH A PROJECT LIST FOR THE FISCAL YEAR 2022/23 SENATE BILL 1 FUNDING FOR CITYWIDE PAVEMENT REHABILITATION AND PRESERVATION (RESO. NO. 2022-XX) (Report of: Public Works)

**Recommendations:**

1. Adopt Resolution No. 2022-XX – To establish a Citywide Pavement Rehabilitation and Preservation project list for submission to the California Transportation Commission for Fiscal Year 2022/23 Senate Bill (SB) 1 funding; and
2. Authorize the Public Works Director/City Engineer to make any minor adjustments to the limits of work and minor modifications to the project list, as necessary.

- A.7. AUTHORIZE THE PIGGYBACK USE OF THE COUNTY OF RIVERSIDE'S CONTRACT #PSA-0004078 WITH SC COMMERCIAL, LLC DBA SC FUELS FOR GASOLINE AND DIESEL FUEL DELIVERY FOR CITY VEHICLES & EQUIPMENT (Report of: Public Works)

**Recommendations:**

1. Approve the use (piggyback) of the County of Riverside's Agreement with SC Commercial, LLC dba SC Fuels through June 30, 2027, for purposes of the negotiated fuel price only; all other terms remain per the City's agreement with the company.
2. Approve a five-year fuel agreement with SC Commercial, LLC, dba SC Fuels for a total not-to-exceed amount of \$2,500,000.
3. Authorize the issuance of annual purchase orders for SC Commercial, LLC dba SC Fuels each fiscal year of the Agreement term subject to funds available in the City Council approved Operating Budget; and
4. Authorize the Director of Public Works/City Engineer to execute any amendments, purchase orders and/ or change orders, contingent upon approved budget and approval of the City Attorney.

- A.8. AUTHORIZATION TO AWARD AGREEMENTS TO CASC ENGINEERING AND CONSULTING, INC. AND CWE FOR CONSULTANT PLAN CHECK SERVICES OF PRELIMINARY AND FINAL WATER QUALITY MANAGEMENT PLANS FUNDED BY DEVELOPMENT FEES (Report of: Public Works)

**Recommendations:**

1. Approve each Agreement for Project Related Services with CASC Engineering and Consulting, Inc. (CASC), and CWE, to provide on-call engineering plan check consultant services of Preliminary and Final Water Quality Management Plans (P-WQMP and F-WQMP) for the Land Development Division.
2. Authorize the City Manager to execute each Agreement for Project Related Services with CASC and CWE, subject to the approval of the City Attorney.
3. Authorize the issuance of a Purchase Order to CASC and CWE in the amount of \$50,000 each, and authorize the Chief Financial Officer to approve subsequent related purchase orders for annual extensions up to a maximum of four annual extensions with CASC and CWE not to exceed \$50,000 annually, in accordance with the approved terms of the Agreement.
4. Authorize the Chief Financial Officer to make any necessary budget adjustment appropriations related to expenditures and offsetting revenues.
5. Authorize the Public Works Director/City Engineer to execute any subsequent extensions and/or amendments to the Agreement, subject to the approval of the City Attorney.

A.9. APPROVE PROFESSIONAL SERVICE AGREEMENTS WITH DATA TICKET, INC. FOR ADMINISTRATIVE AND PARKING CITATION PROCESSING SERVICES WHICH ARE FUNDED THROUGH COST RECOVERY FROM CITATION REVENUES (Report of: Community Development)

**Recommendations:**

1. Approve the five-year agreements with Data Ticket, Inc., for administrative and parking citation processing services in amounts not-to-exceed \$565,000 and \$675,000, respectively, and authorize the City Manager, or his designee, to execute the agreements and any subsequent amendments, subject to the approval of the City Attorney, in accordance with approved terms of the agreements.
2. Authorize the Purchasing Division Manager, or her designee, to approve Purchase Orders to Data Ticket, Inc., in accordance with the approved terms of the Agreement. Contract costs are offset through cost recovery from administrative citations and parking citations.
3. Authorize the Chief Financial Officer, or his designee, to make any necessary budget adjustments as set forth in the Fiscal Impact section of this report.

## **B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT**

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

**Recommendation:** Waive reading of all Ordinances.

- B.2. MINUTES - REGULAR MEETING OF APRIL 5, 2022 6:00 PM (See A.2)

Recommendation: Approve as submitted.

- B.3. MINUTES - CLOSED MEETING OF APRIL 5, 2022 6:00 PM (See A.3)

Recommendation: Approve as submitted.

- B.4. MINUTES - REGULAR MEETING OF APRIL 19, 2022 6:00 PM (See A.4)

Recommendation: Approve as submitted.

- B.5. APPROVE AFTER SCHOOL EDUCATION AND SAFETY (ASES) GRANT AWARD INCREASE FOR GRANT YEAR 2021/22 AND EXECUTE SECOND AMENDMENT TO THE AGREEMENT WITH THINK TOGETHER, INC. FOR OPERATION OF THE CITY'S FY 21/22 ASES PROGRAM (Report of: Parks & Community Services)

**Recommendations: That the City Council and CSD:**

1. Authorize the Executive Director to execute the Second Amendment to the Agreement with Think Together, Inc. to utilize additional per-student funding authorized in the California State Budget for Grant Year 2021/22 for the After School Education and Safety (ASES) program.
2. Authorize budget adjustments as set forth in the Fiscal Impact section of this report.
3. Authorize the Executive Director to execute any subsequent related Extensions or Amendments to the Agreement, subject to the approval of the City Attorney.

## **C. CONSENT CALENDAR - HOUSING AUTHORITY**

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

**Recommendation:** Waive reading of all Ordinances.

- C.2. MINUTES - REGULAR MEETING OF APRIL 5, 2022 6:00 PM (See A.2)

Recommendation: Approve as submitted.

C.3. MINUTES - CLOSED MEETING OF APRIL 5, 2022 6:00 PM (See A.3)

Recommendation: Approve as submitted.

C.4. MINUTES - REGULAR MEETING OF APRIL 19, 2022 6:00 PM (See A.4)

Recommendation: Approve as submitted.

**D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES**

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

**Recommendation:** Waive reading of all Ordinances.

D.2. MINUTES - REGULAR MEETING OF APRIL 5, 2022 6:00 PM (See A.2)

Recommendation: Approve as submitted.

D.3. MINUTES - CLOSED MEETING OF APRIL 5, 2022 6:00 PM (See A.3)

Recommendation: Approve as submitted.

D.4. MINUTES - REGULAR MEETING OF APRIL 19, 2022 6:00 PM (See A.4)

Recommendation: Approve as submitted.

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

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

**Recommendation:** Waive reading of all Ordinances.

E.2. MINUTES - REGULAR MEETING OF APRIL 5, 2022 6:00 PM (See A.2)

Recommendation: Approve as submitted.

E.3. MINUTES - CLOSED MEETING OF APRIL 5, 2022 6:00 PM (See A.3)

Recommendation: Approve as submitted.

E.4. MINUTES - REGULAR MEETING OF APRIL 19, 2022 6:00 PM (See A.4)

Recommendation: Approve as submitted.

**F. PUBLIC HEARINGS**

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

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

**F.1. PUBLIC HEARING TO APPROVE ANNUAL ACTION PLAN-HUD GRANTS  
(Report of: Financial & Management Services)**

**Recommendations: That the City Council:**

1. Conclude the Public Hearing for the Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME) and Emergency Solutions Grants Program (ESG) programs included in the Fiscal Year (FY) 2022/23 Annual Action Plan.
2. Authorize the City Manager to make minor modifications to the attached draft FY 2022/23 Annual Action Plan based on public comment or Council amendments, if any.
3. Approve the FY 2022/23 Annual Action Plan as an application to the U.S. Department of Housing and Urban Development (HUD) for funding under the federal CDBG, HOME, and ESG programs.
4. Adopt the FY 2022/23 Annual Action Plan.
5. Authorize the City Manager to approve any reprogramming of allocations between funded programs within the Adopted FY 2022/23 Annual Action Plan in compliance with our Citizen Participation Plan, if necessary.

**G. GENERAL BUSINESS**

**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](http://www.moval.org) and in the City Clerk's office at 14177 Frederick Street during normal business hours.

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

**CERTIFICATION**

I, Paul D. Bradvica, Deputy City Clerk of the City of Moreno Valley, California, certify that 72 hours prior to this Regular Meeting, the City Council Agenda was posted on the City's website at: [www.moval.org](http://www.moval.org) and in the following three public places pursuant to City of Moreno Valley Resolution No. 2007-40:

City Hall, City of Moreno Valley  
14177 Frederick Street

Moreno Valley Library  
25480 Alessandro Boulevard

Moreno Valley Senior/Community Center  
25075 Fir Avenue

Paul D. Bradvica  
Deputy City Clerk

Date Posted: April 28, 2022





## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Brian Mohan, Assistant City Manager

**AGENDA DATE:** May 3, 2022

**TITLE:** RESOLUTION RECITING THE FACT OF THE CITY OF MORENO VALLEY SPECIAL VACANCY ELECTION HELD ON APRIL 12, 2022, DECLARING THE OFFICIAL RESULTS AND SUCH OTHER MATTERS AS PROVIDED BY LAW

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### **RECOMMENDED ACTION**

#### **Recommendation: That the City Council:**

1. Adopt a Resolution of the City Council of the City of Moreno Valley, California, reciting the fact of the City of Moreno Valley Special Vacancy Election held on April 12, 2022, declaring the results and such other matters as provided by law.

### **SUMMARY**

Pursuant to Sections 10262 and 10263 of the California Elections Code, the elections official shall certify the results to the governing body and the governing body shall adopt a resolution reciting the fact of the election, declaring the official results and such other matters as provided by law, no later than the next regularly scheduled City Council meeting following presentation of the canvass, or at a special meeting called for that purpose. The official canvass of the election was received on Thursday, April 28, 2022. Adoption of the proposed resolution will comply with these requirements.

### **DISCUSSION**

On Tuesday, April 12, 2022, the City of Moreno Valley conducted a Special Vacancy Election for the purpose of electing a Council Member in Districts 1. The Riverside County Registrar of Voters has completed the canvass of the election as provided in Chapter 4 of the California Elections Code, which is attached hereto as Exhibit A.

### **NOTIFICATION**

Publication of the agenda.

**PREPARATION OF STAFF REPORT**

Prepared By:  
Brian Mohan  
Acting City Clerk

Department Head Approval:  
Brian Mohan  
Acting 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. Resolution Canvass of Election
- 2. RESOLUTION Special Municipal Election.doc

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	4/28/22 5:07 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	4/28/22 5:12 PM

RESOLUTION NO. 2022-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, RECITING THE FACT OF THE MORENO VALLEY CITY COUNCIL SPECIAL VACANCY ELECTION HELD ON APRIL 12, 2022, DECLARING THE RESULTS AND SUCH OTHER MATTERS AS PROVIDED BY LAW

WHEREAS, a Special Vacancy Election was held and conducted in the City of Moreno Valley, California, on Tuesday, April 12, 2022 as required by law; and

WHEREAS, notice of the election was given in time, form and manner as provided by law; voting precincts were properly established; election officers were appointed and in all respects the election was held and conducted and the votes were cast, received and canvassed, and the returns made and declared in time, form and manner as required by the provisions of the Elections Code of the State of California for the holding of elections in general law cities; and

WHEREAS, the Riverside County Registrar of Voters canvassed the returns of the election and has certified the results to this City Council, the results are received, attached and made a part hereof as Exhibit "A";

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

SECTION 1. That the County of Riverside Registrar of Voters Office has counted the total number of votes (ballots) cast in April 12, 2022 Special Vacancy Election for the City of Moreno Valley and has provided the vote totals for each office by candidate name.

SECTION 2. That the names of persons and the office for which they were voted for at the election are as follows:

	<u>Votes</u>
<u>For Member of the City Council District 1 (Remaining Term)</u>	
<b>Elena Baca-Santa Cruz</b>	<b>611</b>
Gerardo Mercado	527
Rene R. Ramos	416

Attachment: Resolution Canvass of Election [Revision 1] (5805 : RESOLUTION RECITING THE FACT OF THE CITY OF MORENO VALLEY

SECTION 3. That the number of votes given at each precinct and the number of votes given in the City to each of the persons above named for the respective offices for which the persons were candidates as listed in Exhibit “A” attached.

SECTION 4. The City Council does declare and determine that Elena Baca-Santa Cruz was elected as a Member of the City Council for District 1 for a remaining term.

SECTION 5. That the City Clerk shall enter on the records of the City Council of the City, a statement of the results of the election showing: (1) the whole number of votes (ballots) cast in the City; (2) the names of the persons voted for; (3) for what office each person was voted for; (4) the number of votes given at each precinct to each person; (6) the total number of votes given to each person.

SECTION 6. That the City Clerk shall immediately make and deliver the person so elected a Certificate of Election signed by the City Clerk and authenticated; that the City Clerk shall also administer the Oath of Office prescribed in the Constitution of the State of California and shall have them subscribe to it and file it in the office of the City Clerk. The person so elected shall then be inducted into the office to which they have been elected.

SECTION 7. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 3<sup>rd</sup> day of May, 2022.

\_\_\_\_\_  
Dr. Yxstian A. Gutierrez  
Mayor  
City of Moreno Valley

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Steve Quintanilla  
Interim City Attorney

\_\_\_\_\_  
Brian Mohan  
Acting City Clerk

**RESOLUTION JURAT**

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

I, Brian Mohan, Acting 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 3<sup>rd</sup> day of May, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

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

(SEAL)

Attachment: Resolution Canvass of Election [Revision 1] (5805 : RESOLUTION RECITING THE FACT OF THE CITY OF MORENO VALLEY

# ATTACH ROV CERTIFICATE



**RESOLUTION NO. 2022-XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, CERTIFYING PURSUANT TO SECTION 10262 (B) OF THE CALIFORNIA ELECTIONS CODE, THE RESULTS OF THE APRIL 12, 2022, SPECIAL ELECTION FOR FILLING THE VACANCY OF THE DISTRICT 1 CITY COUNCIL SEAT, AS DULY PRESENTED TO THE CITY CLERK BY THE RIVERSIDE COUNTY REGISTRAR OF VOTERS**

**WHEREAS**, on December 7, 2021, at a regularly scheduled meeting of the Moreno Valley City Council, the City Council, instead of appointing an individual to fill the District 1 City Council Member vacancy, called for a Special Election to allow the eligible voters of District 1 to choose who they preferred to fill out the remainder of the District 1 City Council Member vacancy resulting from the death of the late Victoria Baca; and

**WHEREAS**, on December 7, 2021, the City Council of the City of Moreno Valley approved Resolution No. 2021-82, which called for a Special Election to be consolidated with the any other election to be held on that same date and would be administered by Riverside County Registrar of Voters; and

**WHEREAS**, the Riverside County Registrar of Voters canvassed the returns of the April 12, 2022, Special Election on April 28, 2022, at approximately 5:00 p.m. and the City Clerk, serving as the City's Elections Official, has received the official results which are attached to this Resolution, as Exhibit A, which is hereby incorporated herein by this reference; and

**WHEREAS**, the California Elections Code sets forth certain mandatory duties for the City's Elections Official (City Clerk) and the City Council with respect to implementing the official results of the Special Election once the final results have been sent by the Riverside County Registrar's Office to the City's Elections Official (City Clerk); and

**WHEREAS**, Section 10262 (b) of the California Elections Code provides that for a consolidated election, the City's Elections Official (City Clerk), upon receipt of the results of the election from the elections official conducting the election (Riverside County Registrar of Voters), shall certify the results to the governing body (City Council) which shall, no later than the next regularly scheduled city council meeting following presentation of the 28-day canvass of the returns, or at a special meeting called for this purpose, comply with the applicable provisions of Section 10263 of the California Elections Code; and

**WHEREAS**, Section 10263 of the California Elections Code provides that upon the completion of the canvass and before installing the new officers, the governing body (City Council) shall adopt a resolution reciting the fact of the election and the other matters that are enumerated in Section 10264 of the California Elections Code and the governing body (City Council) shall declare elected the persons for whom the highest number of votes were cast for each office, which in this case is Elena Baca-Santa Cruz; and

**WHEREAS**, Section 10264 of the California Elections Code provides that as soon as the result of the election is declared, the elections official of the governing body (City Clerk) shall enter on its records a statement of the result which shall include: (a) the whole number of votes cast in the city; (b) the names of the persons voted for; (c) for what office each person was voted for; (d) the number of votes given at each precinct to each person; and (e) the number of votes given in the city to each person; and

**WHEREAS**, Section 10263 (b) of the California Elections Code provides that for a consolidated election, the governing body (City Council) shall meet at its usual place of meeting (Council Chamber) no later than the next regularly scheduled City Council meeting following presentation of the 28-day canvass of the returns, or at a special meeting called for this purpose, to declare the results and to install the newly elected officers; and

**WHEREAS**, Section 10265 of the California Elections Code provides that the City's elections official (City Clerk) shall immediately sign and deliver to each person elected a "Certificate of Election" and the City Clerk shall also administer to each person elected the "Oath of Office" prescribed in the California Constitution; and

**WHEREAS**, the City's Elections Official (City Clerk) may administer a written Oath of Office for signature by each elected official in the form required by the California Constitution and if an elected official is sworn in properly by the City's elections official (City Clerk), a ceremonial swearing-in that deviates from the required form of oath will not be subject to challenge; and

**WHEREAS**, in light of the facts that: 1) Section 10263 of the California Elections Code provides that the governing body (City Council) shall meet at its usual place of meeting (Council Chamber) to declare the results and to install the newly elected officers; 2) Section 10262 of the California Elections Code provides that the City's Elections Official (City Clerk), upon receipt of the results of the election from the elections official conducting the election shall certify the results to the governing body (City Council) which shall comply with the applicable provisions of Section 10263 of the California Elections Code; 3) Section 10263 of the California Elections Code provides that upon the completion of the canvass and before installing the new officers, the governing body (City Council) shall adopt a resolution reciting the fact of the election and the governing body (City Council) shall declare elected the persons for whom the highest number of votes were cast for each office; 4) Section 10264 of the California

Elections Code provides that as soon as the result of the election is declared, the elections official of the governing body (City Clerk) ***shall*** enter on its records a statement of the results of the election; and Section 10265 of the California Elections Code provides that the City's elections official (City Clerk) ***shall*** immediately sign and deliver to each person elected a "Certificate of Election" and the City Clerk ***shall*** also administer to each person elected the "Oath of Office" prescribed in the California Constitution, indicate in all respects that the duties imposed on the City Council and the City Clerk as the City's Election Official under the above-referenced California Elections Code provisions are ministerial in nature in light of the case law set forth below; and

**WHEREAS**, the California Supreme Court has held in *Kevelin v. Jordan* (1964) 62 Cal.2d 82, 83 that the State's Constitution and statutes impose on the Secretary of State the clear ministerial duty to certify an initiative enacted by the voters; and

**WHEREAS**, the California Court of Appeal has held in *Martinez v. Board of Supervisors* (1972) 23 Cal. App. 3d 679, 684 that it is well settled that mandamus will not be issued to prevent the official recordation of the vote of the people under their reserved legislative power even if there is any apparent unconstitutionality of a measure that the voters approved; and

**WHEREAS**, the California Court of Appeal has also held in *International Assn. of Fire Fighters v. City of Oakland* (1985) 174 Cal. App. 3d 687, 690–691, & fn. 3 "it would be an intolerable interference with the people's reserved legislative power to prevent the official recordation of their vote . . . .".

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:**

**Section 1.            RECITALS.**

That the Recitals set forth above are true and correct and are hereby incorporated herein by this reference.

**Section 2. CERTIFICATION OF THE APRIL 12, 2022 ELECTION RESULTS AS REPORTED BY THE RIVERSIDE COUNTY REGISTRAR'S OFFICE**

That the City Council hereby recites the facts of the April 12, 2022, Election results as reported by the Riverside County Registrar's Office, attached hereto, as follows:

(a) The whole number of votes cast in the City of Moreno Valley is 1,554 votes,

(b) The names of the persons voted for include Elena Baca-Santa Cruz, Gerardo Mercado and Rene R. Ramos

(c) The office each person was voted for was for the vacant District 1 City Council seat;

(e) The number of votes given at each precinct to each person was as follows:

**PRECINCT 1**

Candidate	Number of Votes
Elena Baca-Santa Cruz	_____
Gerardo Mercado	_____
Rene R. Ramos	_____
Total Votes	_____

**PRECINCT 2**

Candidate	Number of Votes
Elena Baca-Santa Cruz	_____
Gerardo Mercado	_____
Rene R. Ramos	_____
Total Votes	_____

**PRECINCT 3**

Candidate	Number of Votes
Elena Baca-Santa Cruz	_____
Gerardo Mercado	_____
Rene R. Ramos	_____

Total Votes \_\_\_\_\_

**PRECINCT 4**

Candidate Number of Votes

Elena Baca-Santa Cruz \_\_\_\_\_

Gerardo Mercado \_\_\_\_\_

Rene R. Ramos \_\_\_\_\_

Total Votes \_\_\_\_\_

**PRECINCT 5**

Candidate Number of Votes

Elena Baca-Santa Cruz \_\_\_\_\_

Gerardo Mercado \_\_\_\_\_

Rene R. Ramos \_\_\_\_\_

Total Votes \_\_\_\_\_

**PRECINCT 6**

Candidate Number of Votes

Elena Baca-Santa Cruz \_\_\_\_\_

Gerardo Mercado \_\_\_\_\_

Rene R. Ramos \_\_\_\_\_

Total Votes \_\_\_\_\_; and

(d) The number of votes given in the City (District 1) to each person are as follows

Candidate Number of Votes

Elena Baca-Santa Cruz 611

Gerardo Mercado 527

Rene R. Ramos 416

Total Votes 1,554.

**Section 3. DECLARATION OF PERSON WITH THE HIGHEST**

5

Resolution No. 2022-XX

Date Adopted: May 3, 2022

## NUMBER OF VOTES CAST FOR THE DISTRICT 1 CITY COUNCIL VACANCY

That the person with the highest number of votes cast during the April 12, 2022 election to fill the District 1 City Council seat is Elena Baca-Santa Cruz.

### **Section 4. CERTIFICATE OF ELECTION AND OATH OF OFFICE**

That pursuant to Section 10265 of the California Elections Code, the City Clerk shall immediately sign and deliver to Elena Baca-Santa Cruz a "Certificate of Election" and the City Clerk shall administer to Elena Baca-Santa Cruz the "Oath of Office" prescribed in the California Constitution.

### **Section 5. STATEMENT OF THE RESULT**

That pursuant to Section 10264 of the California Elections Code the City Clerk shall enter on into the records a Statement of the result which shall include: (a) the whole number of votes cast in the city; (b) the names of the persons voted for; (c) for what office each person was voted for; (d) the number of votes given at each precinct to each person; and (e) the number of votes given in the city to each person.

### **Section 6. SEVERABILITY.**

That should any provision, section, paragraph, sentence or word of this Resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Resolution as hereby adopted shall remain in full force and effect.

**Section 7. REPEAL OF CONFLICTING PROVISIONS.**

That all the provisions heretofore adopted by the City Council that are in conflict with the provisions of this Resolution are hereby repealed.

**Section 8. EFFECTIVE DATE.**

That this Resolution shall take effect immediately upon the adoption and approval by the City Council by at least a majority vote of a quorum of the City Council.

**Section 9. CERTIFICATION.**

That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

**PASSED, APPROVED AND ADOPTED this 3<sup>rd</sup> day of May 2022.**

\_\_\_\_\_  
Dr. Yxstian A. Gutierrez  
Mayor  
City of Moreno Valley

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Brian Mohan, Acting City Clerk

\_\_\_\_\_  
Steven B. Quintanilla, Interim City  
Attorney

**RESOLUTION JURAT**

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

I, Brian Mohan, Acting 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 May 3, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
BRIAN MOHAN, ACTING CITY CLERK

(SEAL)

Attachment: RESOLUTION Special Municipal Election.doc [Revision 1] (5805 : RESOLUTION RECITING THE FACT OF THE CITY OF MORENO



# ATTACH ROV CERTIFICATE

Attachment: RESOLUTION Special Municipal Election.doc [Revision 1] (5805 : RESOLUTION RECITING THE FACT OF THE CITY OF MORENO

**MINUTES  
CITY COUNCIL REGULAR MEETING OF THE CITY OF MORENO VALLEY  
April 5, 2022**

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

**SPECIAL PRESENTATIONS**

1. Recognition of the Riverside Sheriff's Department Recipients of the Distinguished Service Medal 1) David Serna, Distinguished Service Medal 2) Alfred Fierro, Distinguished Service Medal
2. Proclamation Recognizing April as Senior Veterans' Month
3. Proclamation Recognizing Arbor Day
4. Proclamation Recognizing April 3-9, 2022 as National Library Week
5. Swearing In of Cheylynda Barnard to the Arts Commission

**Minutes Acceptance: Minutes of Apr 5, 2022 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)**

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

**REGULAR MEETING – 6:00 PM  
April 5, 2022**

**CALL TO ORDER**

The Joint Meeting of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, Moreno Valley Housing Authority, Moreno Valley Public Financing Authority and the Board of Library Trustees was called to order at 6:07 p.m. by Mayor Gutierrez in the Council Chamber located at 14177 Frederick Street.

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

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Acting City Clerk/Assistant City Manager/Chief Financial Officer/City Treasurer Brian Mohan.

**INVOCATION**

Dave Carlson from Moreno Valley Christian Assembly.

**ROLL CALL**

Council:	Dr. Yxstian A. Gutierrez	Mayor
	David Marquez	Council Member
	Ulises Cabrera	Council Member
	Edward A. Delgado	Council Member

**Roll Call**

Minutes Acceptance: Minutes of Apr 5, 2022 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

**INTRODUCTIONS**

Staff:	Paul Bradvica	Deputy City Clerk
	Steven Quintanilla	Interim City Attorney
	Mike Lee	City Manager
	Brian Mohan	Acting City Clerk, Assistant City Manager, Chief Financial Officer, City Treasurer
	Manuel Mancha	Community Development Director
	Michael Lloyd	Public Works Director/City Engineer
	Jeremy Bubnick	Parks & Community Services Director
	John Salisbury	Chief of Police
	Jesse Park	Fire Chief

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

Keith Howerton

1. Expressed appreciation to the Public Works Department for the road work done on Santiago Drive. Pleased with the new signals on Perris and Santiago.
2. Recounted a kind story about the late Council Member Victoria Baca.
3. Encouraged the City to create a swimming pool at the City Center and name it after Victoria Baca.

Brandon Carn

1. Called attention to litter being dumped by Gilman Springs Road.
2. Stressed that various motor vehicles drive dangerously down Ramona Expressway, which has resulted in multiple injuries as well as some unfortunate deaths.
3. Called attention to the previous City Clerk being asked to resign for misconduct right before an election.
4. Encouraged current elected officials to hold each other accountable.
5. Stated that he recorded a conversation between the City Manager and the Mayor, which claims that the fire at the Veteran’s Memorial was an electrical fire.

Mayor Gutierrez asked City Manager Mike Lee if they had a conversation discussing the Veterans Memorial fire as electrical.

City Manager Mike Lee responded they had no such conversation.

Lindsay Robinson

Minutes Acceptance: Minutes of Apr 5, 2022 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

1. Thanked Council Member Cabrera and Council Member Marquez for being a voice for the people regarding the redistricting topic.
2. Stated various FPPC violations conducted by Council Member Cabrera and Mayor Gutierrez.
3. Shared how LaDonna Jempson was being attacked for an issue that occurred 40 years ago, which has since been rectified, while the criminal history of Elena Baca-Santa Cruz has yet to be disclosed.
4. Demanded to see a full disclosure of Elena Baca-Santa Cruz's history if people are going to continue attacking LaDonna Jempson.

#### Fred Banuelos

1. Praised the Springtastic event.
2. Pleased to see Cheylynda Bernard sworn into the Arts Commission, as he would like to see Juneteenth become recognized by the City.
3. Inquired the meaning of "annexing certain parcels" to improve his understanding of items A5 and B4.
4. Expressed his support of the Net Energy Metering Calculation if he benefits from the compensation.

#### Daryl Terrell

1. Shared a motivational speech that encouraged the community to hold onto hope and continue to strive for greatness in the City of Moreno Valley.

#### Jose Chavez

1. Emphasized that when the people of the City want change, they will create change.
2. Supported the redistricting of the City in the past and has been told there is not enough financial resources for this change.
3. Expressed his disappointment in the increase in taxes, which then benefit warehouses and green businesses.

#### David Zeitz

1. Believes that the City should not benefit from war, pointing out that gas prices have increased substantially in the past few weeks.
2. Suggested calculating how much money the City is making from the increased gas prices and donating it to the refugees of the war in Ukraine.
3. Emphasized that the financial gain the City receives due to the increase in gas prices during this time is morally wrong.

#### Elmer Thomas

1. Encouraged residents to support the Mayor in his quest to continue to support our communities.

2. Encouraged the residents of District 1 to support Elena Baca-Santa Cruz in her campaign to represent District 1.
3. Critical of Council Member Marquez, stating that the Council Member was rude to the resident on various occasions.
4. Called for the recall of Council Member Marquez.
5. Called for the recall of Council Member Cabrera for his lack of judgment.

#### Bob Palomarez

1. Thanked Police and Fire for all they do.
2. Stated that LaDonna Jempson has not learned her lesson in regards to the issue from 40 years ago.
3. Praised Elena Baca-Santa Cruz for her dedication to improving her life and considers her a success story.
4. Critical of Council Member Marquez and Council Member Cabrera.

#### Russell Shafer

1. Expressed his support for Elena Baca-Santa Cruz for Council Member for District.
2. Critical of Council Member Cabrera and Council Member Marquez.

#### JoAnn Stephan

1. Stated that the City should not be redistricting at this time and that the money for this project can be allocated to other programs.
2. Expressed a desire to see more people on the Council in the future that can make more bipartisan decisions.
3. Critical of the candidate Ramos and his ability to do math.
4. Critical of City Council candidate Mercado, stating that he has not been present in the community.

#### Tom Jerele Jr

1. Shared that he has lived in Moreno Valley since 1981 and is proud of the progress that has been made in the past 5 to 8 years.
2. Opposed to the redistricting of the City as he believes that the existing system is sufficient.
3. Expressed gratitude to the Police, Fire, and Public Works staff.
4. Highlighted a few non-profit events in the next couple weeks.
5. In support of Elena Baca-Santa Cruz District 1 candidacy.

#### Donovan Saadiq

1. Critical of District 1 being smaller than all other districts in the redistricting drafts exhibited during the presentation.
2. Opposed to the redistricting process as a whole.

3. Supported the expansion of the districts at a more appropriate time in the near future, however he does not think right now is the time.
4. Suggested allocating the redistricting funds towards a youth center similar to a Boys and Girls Club.
5. Pointed out the various elements that go into a Moreno Valley election.
6. Stated that LaDonna Jempson has galvanized her supporters to get them to vote for her.
7. Praised Louise and Bob Palomarez for attempting to sue the City until the District Attorney stepped in to remove LaDonna Jempson from City Council in October 2021.

#### Roy Bleckert

1. Claimed that the City Council has the criteria and the evidence that demonstrates the redistricting of 2014 was effective.
2. Encouraged Council to vote against the redistricting of the City.
3. Stated that Council Member Marquez promised an explanation of events that took place in October 2021, and has yet to see that explanation.

#### Elena Baca-Santa Cruz

1. Thanked those who have participated in her campaign for the District 1 Council Member seat.

#### Matthew Chen

1. Congratulated Cheylynda Barnard for her appointment.
2. Thanked the City Staff for coordinating City events, Law Enforcement and Fire Department for everything they do.
3. Suggested each person in an entry level City position get a pay increase.
4. Congratulated 2 members of the Planning Commission on their future endeavors.
5. Advocated for an increase in funding for the Police Department after his first ride along with a deputy.

#### Don Martin

1. Encouraged City Council members to take every comment with a grain of salt.
2. Stated that gas tax in California have always been high, and that it continues to increase because of the Presidential Administration.
3. Supported Elena Baca-Santa Cruz in her campaign.

#### Louise Palomarez

1. Opposed the redistricting process as it costs great amount of time and resources.
2. Suggested placing more funding in existing programs that support police, fire

- and assisting people experiencing homelessness.
3. Critical of Council Member Cabrera and Council Member Marquez.

#### 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.

**RESULT:** APPROVED [UNANIMOUS]  
**MOVER:** David Marquez, Council Member  
**SECONDER:** Ulises Cabrera, Council Member  
**AYES:** Ed Delgado, Dr. Yxstian A. Gutierrez, David Marquez, Ulises Cabrera

Mayor Gutierrez opened the Consent Agenda items for Council comments.

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

**Recommendation:**

1. Ratify the list of personnel changes as described.

- A.3. PAYMENT REGISTER- JANUARY 2022 (Report of: Financial & Management Services)

**Recommendation:**

1. Receive and file the Payment Register.

- A.4. AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR LANDSCAPE LIGHTING AND ELECTRICAL MAINTENANCE SERVICES (CITY COUNCIL AND CSD BOARD), WHICH IS FUNDED BY PARCEL



CHARGES (AGMT. NO. 2022-33) (Report of: Financial & Management Services)

**Recommendations:**

1. Approve the Agreement for On-Site and/or Professional Services for Landscape Lighting and Electrical Maintenance Services ("Agreement") with Leivas, Inc. DBA Leivas Lighting, 6370 Brockton Ave., Suite A, Riverside, CA 92506, and waive any and all minor irregularities, to provide landscape lighting and electrical maintenance services for a period of five years at a total not-to-exceed amount of \$415,570.00.
2. Authorize the City Manager to execute the Agreement with Leivas, Inc. DBA Leivas Lighting, and authorize the Chief Financial Officer to execute subsequent amendments to the Agreement, in accordance with its terms, subject to the approval of the City Attorney and provided sufficient funding appropriations and program approvals have been granted by the City Council.

- A.5. PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN PARCELS INTO COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES) - AMENDMENT NOS. 63 AND 64 (RESO. NOS. 2022- 25 and 2022-26) (Report of: Financial & Management Services)

**Recommendation:**

1. Acting as the legislative body of Community Facilities District No. 2014-01 (Maintenance Services), adopt Resolution No. 2022-25, a Resolution of the City Council of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services) and approving the amended map for said District (Amendment No. 63) (FH II, located on the northwest corner of Quincy St. and Brodiaea Ave.).
2. Acting as the legislative body of Community Facilities District No. 2014-01 (Maintenance Services), adopt Resolution No. 2022-26, a Resolution of the City Council of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services) and approving the amended map for said District (Amendment No. 64) (Nulevel Partners, located on a cul-de-sac at the east end of Kimberley Ave.).

- A.6. ADOPT RESOLUTION NO. 2022-27 DESIGNATING AND AUTHORIZING CITY OFFICIALS TO EXECUTE APPLICATIONS AND DOCUMENTS (Report of: Fire Department)

**Recommendations:**

1. Adopt Resolution No. 2022-27, a Resolution of the City Council of the City of Moreno Valley, California, Designating and Authorizing Certain City Officials to Execute Applications and Documents for the Purposes of Obtaining Federal Financial Assistance Provided by the Federal Department of Homeland Security and Sub-granted through the State of California.

- A.7. ACCEPTANCE OF THE STATE HOMELAND SECURITY PROGRAM 2021 GRANT AWARD FOR FY 2021/2022 (Report of: Fire Department)

**Recommendation:**

1. Accept the 2021 State Homeland Security Program (SHSP) grant award for FY 2021/2022 in the amount of \$24,471.00 from the Riverside County Emergency Management Department.
2. Authorize a FY 2021/2022 budget adjustment of \$24,471.00 to the Emergency Management Grant fund (2503) revenue and expenditure accounts.

- A.8. ACCEPTANCE OF THE EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM 2021 GRANT AWARD FOR FY 2021/2022 (Report of: Fire Department)

**Recommendation:**

1. Accept the FY 2021/2022 Emergency Management Performance Grant Program (EMPG) grant award of \$42,144.00 from the Riverside County Emergency Management Department.
2. Authorize a FY 2021/2022 budget adjustment of \$42,144.00 to the Emergency Management Grant fund (2503) revenue and expenditure accounts.

- A.9. APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY CONFIRMING THE METHODOLOGY OF THE NET ENERGY METERING CALCULATION FOR MORENO VALLEY UTILITY (Report of: Public Works)

**Recommendation:**

1. Approve Resolution 2022-28. A Resolution of the City Council of the City of Moreno Valley, California, confirming the methodology of the Net Energy Metering Calculation for Moreno Valley Utility (MVU) as currently required by City resolution.
- A.10. AUTHORIZE THE AWARD OF PROFESSIONAL SERVICES AGREEMENT TO COSCO FIRE PROTECTION, INC. FOR FIRE PROTECTION SYSTEM MAINTENANCE, REPAIR, AND TESTING SERVICES AT CITY FACILITIES AND SITES (Report of: Public Works)
1. Award a five-year contract to COSCO FIRE PROTECTION, INC. for a total not-to-exceed amount of \$800,000 for Fire Protection System Maintenance, Repair, and Testing Services for City Facilities and Sites on a routine and on-call basis; and authorize the City Manager to execute contracts in conformance with the attached Agreement using fund 7310, Facilities Maintenance;
  2. Authorize the issuance of annual purchase orders for COSCO FIRE PROTECTION, INC. on a routine and as needed basis each year of the Agreement term subject to funds available in the City Council approved Operating Budget; and
  3. Authorize the Director of Public Works/City Engineer to execute any amendments, purchase orders and/ or change orders, contingent upon approved budget and approval of the City Attorney.
- A.11. APPROVAL OF THE FISCAL YEAR 2022/2023 STORM WATER PROTECTION PROGRAM BUDGET FOR COUNTY SERVICE AREA 152 (Report of: Public Works)
- Recommendations:**
1. Approve the County Service Area (CSA) 152 Budget for Fiscal Year (FY) 2022/2023 in the amount \$701,397; and
  2. Authorize to continue the levy of the County Service Area 152 Assessment at the same rate as the prior year (\$8.15) per Benefit Assessment Unit (BAU) for FY 2022/2023.
- A.12. APPROVE MEASURE A LOCAL STREETS AND ROADS FIVE-YEAR CAPITAL IMPROVEMENT PLAN FOR FY 2022/23-2026/27 (Report of: Public Works)
- Recommendations:**
1. Approve and authorize submittal of the City of Moreno Valley's

Measure A Local Streets and Roads Five-Year Capital Improvement Plan for Fiscal Years 2022/23 – 2026/27 and Maintenance of Effort Certification for Fiscal Year 2022/23 to the Riverside County Transportation Commission.

2. Authorize the Director of Public Works/City Engineer to submit an amended five-year plan to the Riverside County Transportation Commission if changes are made to the listed Measure A projects.

Council Member Cabrera expressed being in favor of item A.12.

- A.13. ADOPT A RESOLUTION OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING AN ANNUAL ADJUSTMENT TO QUIMBY IN-LIEU FEES PURSUANT TO CHAPTER 3.40.110 OF THE MORENO VALLEY MUNICIPAL CODE (Report of: Parks & Community Services)

**Recommendation:**

1. Adopt Resolution No. 2022-29, authorizing an adjustment to Quimby In-Lieu fees.

**B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT**

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

**Recommendation:** Waive reading of all Ordinances.

- B.2. ADOPT RESOLUTIONS TO INITIATE PROCEEDINGS TO LEVY ASSESSMENTS IN FISCAL YEAR 2022/23 FOR MORENO VALLEY COMMUNITY SERVICES DISTRICT LANDSCAPE MAINTENANCE DISTRICT NO. 2014-02 (RESO. NOS. CSD 2022-12, CSD 2022-13, and CSD 2022-14) (Report of: Financial & Management Services)

**Recommendations:**

1. Adopt Resolution No. CSD 2022-12, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, Initiating Proceedings to Levy the Fiscal Year 2022/23 Assessments against Real Property in Moreno Valley Community Services District Landscape Maintenance District No. 2014-02.
2. Adopt Resolution No. CSD 2022-13, a Resolution of the Board for the Moreno Valley Community Services District of the City of

Moreno Valley, California, Approving an Engineer's Report in Connection with the 2022/23 Assessments against Real Property in Moreno Valley Community Services District Landscape Maintenance District No. 2014-02.

3. Adopt Resolution No. CSD 2022-14, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, Declaring its Intention to Levy the Fiscal Year 2022/23 Assessments against Real Property in Moreno Valley Community Services District Landscape Maintenance District No. 2014-02.

- B.3. ADOPT RESOLUTIONS TO INITIATE PROCEEDINGS TO LEVY ASSESSMENTS IN FISCAL YEAR 2022/23 FOR MORENO VALLEY COMMUNITY SERVICES DISTRICT LIGHTING MAINTENANCE DISTRICT NO. 2014-01 (RESO NOS. CSD 2022-15, CSD 2022-16, and CSD 2022-17) (Report of: Financial & Management Services)

**Recommendations:**

1. Adopt Resolution No. CSD 2022-15, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, Initiating Proceedings to Levy Fiscal Year 2022/23 Assessments against Real Property in Moreno Valley Community Services District Lighting Maintenance District No. 2014-01.
2. Adopt Resolution No. CSD 2022-16, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving an Engineer's Report in Connection with Fiscal Year 2022/23 Assessments against Real Property in Moreno Valley Community Services District Lighting Maintenance District No. 2014-01.
3. Adopt Resolution No. CSD 2022-17, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, Declaring its Intention to Levy Fiscal Year 2022/23 Assessments against Real Property in Moreno Valley Community Services District Lighting Maintenance District No. 2014-01.

- B.4. PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN PARCELS INTO COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) - AMENDMENT NOS. 9, 10, 11 and 13 (RESO NOS. CSD 2022-18, CSD 2022-19, CSD 2022-20, and CSD 2022-21) (Report of: Financial & Management Services)

**Recommendation:**

1. Adopt Resolution No. 2022-18, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2021-01 (Parks Maintenance) and approving the amended map for said District (Amendment No. 9) (Ramona and Douglas McHose, located at 14432 Chantry Dr.).
2. Adopt Resolution No. 2022-19, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2021-01 (Parks Maintenance) and approving the amended map for said District (Amendment No. 10) (Harold Beral and FDC, located at 22680 Centerpoint Dr.).
3. Adopt Resolution No. 2022-20, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2021-01 (Parks Maintenance) and approving the amended map for said District (Amendment No. 11) (Erika Calderon, located at 24363 Comfort Ct.).
4. Adopt Resolution No. 2022-21, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2021-01 (Parks Maintenance) and approving the amended map for said District (Amendment No. 13) (Homes for Our Troops, Inc., located at 25133 Kalmia Ave.).

**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.

Interim City Attorney Steven Quintanilla affirmed this was the last of four State mandated redistricting hearings. Interim City Attorney Steven Quintanilla introduced Chris Skinnell of Nielsen Merksamer Parrinello Gross & Leoni LLP Partners.

Mr. Skinnell presented the final Redistricting Presentation PowerPoint, which was based on the 2020 Census.

Mayor Gutierrez asked if the current district map meets the Federal criteria of majority, minority.

Mr. Skinnell responds in the affirmative.

Being that there were no other questions from Council, Mayor Gutierrez opened the Public Hearing at 6:24 p.m.

- F.1. FOURTH AND FINAL 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. Receive a presentation from the City's redistricting consultants

regarding proposed redistricting maps;

2. Conduct the final public hearing of the four State-mandated public hearings regarding the proposed redistricting maps in light of the 2020 Census, pursuant to Elections Code Sections 21601-21609;
3. Select a preferred district map for use until the 2030 Census, unless changes are permitted prior to the 2030 Census under applicable law at the time; and
4. Approve Resolution No. 2022-24, repealing the City's existing district boundaries, contingent upon the adoption of an alternative preferred map, by a majority of the City Council based on the 2020 census as required by California Elections Code sections 21601-21609

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Dr. Yxstian A. Gutierrez, Mayor
<b>SECONDER:</b>	Ulises Cabrera, Council Member
<b>AYES:</b>	Ed Delgado, Dr. Yxstian A. Gutierrez, David Marquez, Ulises Cabrera

Louise Palomarez

1. Affirmed her support for the current boundaries.

Tom Jerele

1. Affirmed his support for the current boundaries.
2. Concurred with the comments made by Louise Palomares.
3. Recounting the origins for jerrymandering, and self-serving government.

JoAnn Stephan

1. Affirmed her support for the current boundaries; urged Council to leave the districts status quo.

Donovan Saadiq

1. Recounted the reasoning for the redistricting process.
2. Questioned why the submitted maps seem to disenfranchise the Edgemont area; making the area the smallest.
3. Concurred with the statements made by Tom Jerele, JoAnn Stephan, and Louise Palomarez, in which things are getting better.

Roy Bleckert

1. Recounted the 2014 district boundary map process and outcome.
2. Affirmed his support for the current district map.
3. Urged the Council to vote 4-0 in favor of the existing map.



Mayor Gutierrez closed the Public Hearing.

Council Member Delgado stated that the current district boundaries are sufficient.

Council Member Marquez expressed concerns with future growth in District 3 and 4. Expressed unfairness in District 3 and 2, and potential future unbalance which may occur in the next five years.

Council Member Cabrera expressed being in favor of the current district map boundaries.

Mayor Gutierrez concurred with Council Member Delgado and Council Member Cabrera, affirming that the current district map is best.

Acting City Clerk, Assistant City Manager, Chief Financial Officer, City Treasurer, Brian Mohan, asked Mayor Gutierrez to act on item 4.

Interim City Attorney Steven Quintanilla made a recommendation to change verbiage on section 1, stating that it should read: Pursuant to Elections Code sections 21601 and municipal code 2.02.040 the City Council prefers to maintain the current district boundaries as depicted in the preferred map.

Mayor Gutierrez made a motion to approve item 4, a resolution to adopt the existing map districts.

Motion: Recommendation 4

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Dr. Yxstian A. Gutierrez, Mayor
<b>SECONDER:</b>	Ed Delgado, Council Member
<b>AYES:</b>	Ed Delgado, Dr. Yxstian A. Gutierrez, David Marquez, Ulises Cabrera

F.2. 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) Residential Regulatory Rate to be applied to the property tax bill of the parcel identified herein (Homes For Our Troops Inc, located at 25133 Kalmia Ave).
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

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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.

**RESULT:** APPROVED [UNANIMOUS]  
**MOVER:** Ed Delgado, Council Member  
**SECONDER:** Ulises Cabrera, Council Member  
**AYES:** Ed Delgado, Dr. Yxstian A. Gutierrez, David Marquez, Ulises Cabrera

Acting City Clerk /Chief Financial Officer/City Treasurer Brian Mohan provided the report.

Mayor Gutierrez opened the Public Hearing at 7:36 p.m.

There being no comments in support or opposition, Mayor Gutierrez closed the Public Hearing at 7:36 p.m.

Motion: Recommendations 3 & 4

**RESULT:** APPROVED [UNANIMOUS]  
**MOVER:** David Marquez, Council Member  
**SECONDER:** Ulises Cabrera, Council Member  
**AYES:** Ed Delgado, Dr. Yxstian A. Gutierrez, David Marquez, Ulises Cabrera

## G. GENERAL BUSINESS

## 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)

Council Member Delgado reported the following:

At the March 23<sup>rd</sup> the Joint Powers Commission heard updates about the Navy Reserve Center and about construction progress on the VIP215 project south of March Field Air Museum along the east side of Interstate 215.

They also approved consultant contracts and personnel restructuring to allow for operations continuity and succession planning during the sunsetting process.

Riverside County Habitat Conservation Agency (RCHCA)

None

Riverside County Transportation Commission (RCTC)

Council Member Delgado reported the following:

At the March 9th Commission meeting, the RCTC approved the construction contract for improvements to the Moreno Valley / March Field Metrolink Station improvements which includes track improvements as well as platform improvements, a maintenance agreement for the 91 Express Lanes and 15 Express Lanes, and a construction contract for auxiliary lane improvements to the Southbound I-15 between Cajalco Road and Weirick Road.

At the March 28th RCTC Programs and Projects Committee meeting, the Committee recommended 1) approval of funding for the Riverside County Free Rail Pass Program making passes available to Metrolink riders in Riverside County and 2) hold the review and approval of the Mid-County Parkway Project for 30 days. The items will go to the full RCTC for final action.

Riverside Transit Agency (RTA)

None

Western Riverside Council of Governments (WRCOG)

Council Member Delgado reported the following: March 7, 2022 WRCOG Executive Committee meeting included: The TUMF Nexus Study update remains on schedule. It is anticipated to be completed with the enacting of local TUMF ordinances by June 2023.

April 4, 2022 WRCOG Executive Committee meeting included: SCAG provided the Executive Committee with an overview of the draft Policy Development Framework for Connect SoCal 2024 (2040-2050 Regional Transportation Plan/Sustainable Communities Strategy - RTP/SCS).

SCAG will share this draft Policy Development Framework with each Policy Committee to ask for feedback and input before bringing it to their Regional Council in June.

Public-Private-Partnership Conference in Dallas Texas

Council Member Delgado reported the following:  
 March 14 -16th attended the Public-Private-Partnership Conference in Dallas Texas. The P3 Conference is one of the largest gatherings of government and development professionals in the country.

Western Riverside County Regional Conservation Authority (RCA)

Council Member Marquez reported the following:  
 March 7, 2022 RCA Board of Directors meeting included: Moreno Valley's MSHCP fee collection totaled \$76,310.00 (26 residential permits for the month of December 2021).

April 4, 2022 Items covered at the RCA Board of Directors meeting included: Moreno Valley's MSHCP fee collection totaled \$79,836.00 (19 residential permits and 3.15 commercial/industrial acres) for the month of January 2022.

School District/City Joint Task Force

None

## I.2. CITY MANAGER'S REPORT

(Informational Oral Presentation - not for Council action)

City Manager Lee reported on the upcoming freeway closure by the 60 freeway overpass on Moreno Beach Drive. Announced the upcoming Community Day of service on Saturday, May 14, 2022. Reminded residents of the SAFER program for free fire and carbon monoxide smoke detectors.

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

Council Member Marquez

1. Advised Moreno Valley residents to avoid the construction around 60 Freeway and Moreno Beach Drive.
2. States that the City has no control over the litter on the other side of a gate on Theodore Street, as that property belongs to the State.
3. Praised the Springtastic Event and the staff involved.
4. Recounted time at National League of Cities Convention in Washington D.C., where he proudly announced Moreno Valley's advancements.
5. Commented on \$80,000 insurance settlement from resident Elmer Thomas.

6. Critical of Robert Palomarez and the false article.
7. Stated how it is illegal to stalk public officials.
8. Refused to comment on the events of October 2021 based on the advice from his legal team.

#### Council Member Cabrera

1. Praised the Santiago Park dedication ceremony in District 4.
2. Recounted story playing basketball with the teenagers in the Santiago Park.
3. Reported progress on new stadium light installment in El Potrero Park.
4. Celebrated the Kia Car Pros ribbon cutting ceremony.
5. Reported meeting with educational partners, Moreno Valley College and UC Riverside, to discuss putting an emphasis on funding the ideas of college students or local professionals so they can start new business ventures.
6. Proposed combining the prior comment with the MoVal Learns program.
7. Celebrated the Cesar Chavez Scholarship Breakfast with Moreno Valley College which was held remotely with keynote speaker Dolores Huerta.
8. Praised the Springtastic event.
9. Encouraged participation in the Dear California volunteer event organized by Sandals Church at Towngate Park on Saturday April 9<sup>th</sup>.

#### Council Member Delgado

1. Mentioned an article he wrote about District 2 in Sunnymead Ranch.
2. Extended gratitude to City Staff for taking care of requests made by residents.
3. Praised the City Manager for organizing the staff appreciation events.
4. Encouraged citizens of our community to be kind to others, especially with the current state of the world.

#### Mayor Gutierrez

1. Thanked everyone for attending the City Council meeting.
2. Echoed Council Member Delgado to practice kindness.
3. Celebrated Dolores Huerta's attendance at the Dolores Huerta and Cesar Chavez Scholarship Breakfast.
4. Praised the development of Santiago Park.
5. Provided an update on the litigations of an Aquatic Center by Moreno Beach and Cottonwood, and the Moreno Valley Town Center general plan.
6. Expressed condolences of the passing of Tina Gallegos from Animal Services on Sunday, March 27<sup>th</sup>.

### ADJOURNMENT

There being no further business to come before the City Council, Mayor Gutierrez adjourned the meeting at 8:05 p.m. in memory of Tina Gallegos.

## PUBLIC INSPECTION

The contents of the agenda packet are available for public inspection on the City's website at [www.moval.org](http://www.moval.org) and in the City Clerk's office at 14177 Frederick Street during normal business hours.

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

There being no further business to come before the City Council, Mayor Gutierrez adjourned the meeting at 8:05 PM.

Submitted by:

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Paul D. Bradvica  
Deputy City Clerk  
Secretary, Moreno Valley Community Services District  
Secretary, City as Successor Agency for the Community  
Redevelopment Agency of the City of Moreno Valley  
Secretary, Moreno Valley Housing Authority  
Secretary, Board of Library Trustees  
Secretary, Public Financing Authority

Approved by:

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Dr. Yxstian A. Gutierrez  
Mayor  
City of Moreno Valley  
President, Moreno Valley Community Services District  
Chairperson, City as Successor Agency for the Community  
Redevelopment Agency of the City of Moreno Valley  
Chairperson, Moreno Valley Housing Authority  
Chairperson, Board of Library Trustees  
Chairperson, Public Financing Authority

**MINUTES  
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 PUBLIC FINANCING AUTHORITY  
MORENO VALLEY HOUSING AUTHORITY**

**CLOSED SESSION – 5:00 PM  
April 5, 2022**

**CALL TO ORDER**

**ROLL CALL**

Council:	Ed Delgado	Council Member
	Dr. Yxstian A. Gutierrez	Mayor
	David Marquez	Council Member
	Ulises Cabrera	Council Member

**PUBLIC COMMENTS ON MATTERS ON THE AGENDA ONLY**

There is a three-minute time limit per person. Please complete and submit a BLUE speaker slip to the City Clerk. All remarks and questions shall be addressed to the presiding officer or to the City Council.

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**CLOSED SESSION**

A Closed Session of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency and Housing Authority will be convened in the Council Chamber for purposes of hearing public comment and then held in the City Manager's Conference Room, Second Floor, City Hall. The City Council will meet in Closed Session to confer with its legal counsel regarding the following matter:

The Closed Session will be held pursuant to Government Code:

- 1 CONFERENCE WITH LEGAL COUNSEL – POTENTIAL INITIATION OF LITIGATION

Pursuant to Government Code Section 54956.9(d)(4). (1 Potential Case)

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

There being no further business to come before the City Council, Mayor Gutierrez adjourned the meeting at 5:28 PM.



Submitted by:

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Paul D. Bradvica  
 Deputy City Clerk  
 Secretary, Moreno Valley Community Services District  
 Secretary, City as Successor Agency for the Community  
 Redevelopment Agency of the City of Moreno Valley  
 Secretary, Moreno Valley Housing Authority  
 Secretary, Board of Library Trustees  
 Secretary, Public Financing Authority

Approved by:

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Dr. Yxstian A. Gutierrez  
 Mayor  
 City of Moreno Valley  
 President, Moreno Valley Community Services District  
 Chairperson, City as Successor Agency for the Community  
 Redevelopment Agency of the City of Moreno Valley  
 Chairperson, Moreno Valley Housing Authority  
 Chairperson, Board of Library Trustees  
 Chairperson, Public Financing Authority

**MINUTES**  
**CITY COUNCIL REGULAR MEETING OF THE CITY OF MORENO VALLEY**  
**April 19, 2022**

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

**SPECIAL PRESENTATIONS**

1. Recognition of SHARP International State Competition Champions, Valley View High School Cheer, First Place
  - a) Valley View High School Cheerleaders (22 Athletes)
  - b) Pep Squad Advisor, Mrs. Kenya Williams Brown
  - c) Moreno Valley Unified School District Superintendent Dr. Martinrex Kedziora
  - d) Valley View High School Principal, Karen Y. Johnson
  
2. 2021 Deputy of the Year  
  
Deputy Ron White
  
3. 5803 : 2020 Firefighters of the Year  
  
2020 Firefighter of the Year: Dallas Smith, Fire Apparatus Engineer
  
4. 5803: 2021 Firefighters of the Year  
  
2021 Firefighter of the Year: John Phillips, Fire Captain

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

**REGULAR MEETING – 6:00 PM  
April 19, 2022**

**CALL TO ORDER**

The Joint Meeting of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, Moreno Valley Housing Authority, Moreno Valley Public Financing Authority and the Board of Library Trustees was called to order at 6:16 p.m. by Mayor Gutierrez in the Council Chamber located at 14177 Frederick Street.

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

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Frank Wright.

**ROLL CALL**

Council:	Dr. Yxstian A. Gutierrez	Mayor
	David Marquez	Council Member
	Ulises Cabrera	Council Member
	Edward A. Delgado	Council Member

**Roll Call**

**INTRODUCTIONS**

Staff:	Paul Bradvica	Deputy City Clerk
	Steven Quintanilla	Interim City Attorney
	Mike Lee	City Manager

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Brian Mohan

Acting City Clerk, Assistant City Manager,  
Chief Financial Officer, City Treasurer  
Community Development Director  
Public Works Director/City Engineer  
Parks & Community Services Director  
Chief of Police  
Fire Chief

Manuel Mancha

Michael Lloyd

Jeremy Bubnick

John Salisbury

Jesse Park

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

Linda Thomas

1. Praised Council for celebrating the Valley View High School Cheer Team.

Elmer Thomas

1. Congratulated Elena Baca-Santa Cruz for her victory in the District 1 Special Election.
2. Expressed support to Mayor Gutierrez for running for Riverside County Supervisor.
3. Thanked Sheriff White for his kind words towards the Valley View High School Cheer Team.

Christine Pangan

1. Introduced the Helping Hands CSUSB social work student group.
2. Brought light to the developing homelessness problem in the Edgemont area.
3. Called action to and demonstrated support for developing short-term and long-term goals to support the homeless population.
4. Expressed being in contact with public figures and organizations, including Council Member Elect Elena Baca-Santa Cruz and The Hole In Wall, Inc.
5. The group invited the community to participate at the Saturday, April 23<sup>rd</sup> event which will accept donations and provide resources to help the local homelessness issues.
6. Asked for the City's to create long-term goals to help the homeless population in Moreno Valley.

JoAnn Stephan

1. Congratulated Elena Baca-Santa Cruz for her victory of District 1 Council Member.
2. Expressed support for Mayor Gutierrez's candidacy for Riverside County Supervisor.

3. Expressed support towards Jaime Hurtado as the next future Mayor of Moreno Valley.
4. Emphasized the importance of addressing homelessness in the City.

Tom Jerele

1. Celebrated the Police Department, Fire Department, and the Valley View High School Cheer Team for being recognized.
2. Congratulated Elena Baca-Santa Cruz on her victory.
3. Thanked the Council on the unanimous vote at the last City Council meeting.

Bob Palomarez

1. Congratulated Elena Baca-Santa Cruz on her victory.
2. Congratulated the Fire Department and Police Department for the recognition of their hard work.
3. Expressed satisfaction with the dumping clean-up on Heacock St., thanked Council Member Delgado.
4. Acknowledged the international support Ukraine has received during this time, encouraged the community to do the same.

David Zeitz

1. Recommended that City Council meetings include optional Zoom participation, as this may be beneficial for those whom have medical limitations.
2. Encouraged the City to take action to support the people of Ukraine.
3. Disappointed that the City is not doing enough to address the people who are experiencing homelessness, especially the veterans.
4. Thanked the outside groups who have called attention to the issue stated above.

Russel Shafer

1. Congratulated Elena Baca-Santa Cruz for her victory.
2. Thanked Council Member Delgado and Mayor Gutierrez for their contributions to the City.
3. Critical of Council Member Cabrera and Council Member Marquez.

Roy Bleckert

1. Pleased to see people from neighboring communities call attention to City issues accompanied by potential solutions.
2. Encouraged the City to pay more attention to Edgemont, specifically the mall area, Central Sunnymead Blvd. and Sunnymead Blvd.
3. Emphasized there is still no explanation for the events that took place 6 months ago.

4. Stated the City must improve communication with residents.

Louise Palomarez

1. Congratulated Elena Baca-Santa Cruz on her victory.
2. Congratulated the Valley View High School Cheer Team.
3. Congratulated the Police Department on their recognition.
4. Congratulated the Fire Department on their recognition.
5. Endorsed Mayor Gutierrez's campaign for the Riverside Board of Supervisors.

#### 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.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	David Marquez, Council Member
<b>SECONDER:</b>	Ulises Cabrera, Council Member
<b>AYES:</b>	Ed Delgado, Dr. Yxstian A. Gutierrez, David Marquez, Ulises Cabrera

Roy Bleckert

1. Spoke about the creation of the Homeless to Work Program.
2. Spoke about the homeless issues within the City.
3. Asked for Council to come together to take on this issue.

#### A. CONSENT CALENDAR-CITY COUNCIL

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

**Recommendation:** Waive reading of all Ordinances.

- A.2. City Council - Regular Meeting - Mar 1, 2022 6:00 PM

Recommendation: Approve as submitted.

- A.3. City Council - Special Meeting (Closed Session) - Mar 8, 2022 5:00 PM

Recommendation: Approve as submitted.

A.4. City Council - Special Meeting - Mar 24, 2022 4:00 PM

Recommendation: Approve as submitted.

A.5. PAYMENT REGISTER - FEBRUARY 2022 (Report of: Financial & Management Services)

**Recommendation:**

1. Receive and file the Payment Register.

Statement

A.6. LIST OF PERSONNEL CHANGES (Report of: Financial & Management Services)

**Recommendation:**

1. Ratify the list of personnel changes as described.

A.7. ACCEPT THE U.S. DEPARTMENT OF THE TREASURY EMERGENCY RENTAL ASSISTANCE PROGRAM PART 1 (ERAP1) REALLOCATION OF FUNDS (Report of: Financial & Management Services)

**Recommendations:**

1. Accept the U.S. Treasury Emergency Rental Assistance Program Part 1 ("ERAP1") Reallocation funds in the amount of \$163,970 and \$444,512, for a total of \$608,482.
2. Designate and authorize the Chief Financial Officer as authorized signatory to execute required Emergency Rental Assistance Program Part 1 ("ERAP1") Reallocation documents.
3. Authorize a budget amendment as set forth in the fiscal impact section.
4. Authorize the City Manager to execute program management contracts with United Way of Inland Valleys and The Salvation Army to provide Financial Assistance and Housing Stability Services.
5. Authorize the City Manager to accept any additional redirected Emergency Rental Assistance Program funding from the U.S. Treasury and to amend said agreements necessary as additional funds are made available.

Council Member Cabrera stated this item will give additional funding to the rental assistance program. Thanked staff for their work on securing this funding.

**A.8. AUTHORIZATION TO CONTINUE TWO HOMELESS ASSISTANCE PROGRAMS TO ASSIST WITH ADDRESSING HOMELESSNESS (Report of: Financial & Management Services)**

**Recommendations:**

1. Authorize the City to continue collaborating with The Salvation Army on two programs aimed at providing members of the community who are experiencing homelessness access to essential services and employment; and
2. Authorize the City Attorney to prepare revised agreements with The Salvation Army for case management services and oversight of the daily operations of both programs, the "Homeless Assistance Program" and the "Homeless To Work Program"; and
3. Authorize the City Manager to execute revised agreements; and
4. Authorize the Chief Financial Officer to implement the budget allocation as set forth in the fiscal impact section.

Council Member Cabrera stated this item is providing more funding to address homelessness. Expressed he would like the City to build housing for the homeless.

**A.9. COMPLY WITH THE STATE'S UNFUNDED MANDATES IN SENATE BILL 1383 MANDATORY ORGANIC WASTE DISPOSAL REDUCTION LEGISLATION (Report of: Financial & Management Services)**

**Recommendations:**

1. Authorize the Purchasing and Sustainability Manager to file the necessary documents with the California Department of Resources Recycling and Recovery (CalRecycle), which is California's regulatory, compliance and enforcement division; and
2. Approve Resolution No. 2022-30 Adopting the Adjustment for the Solid Waste and Recycling Services; and
3. Approve and Authorize the City Manager to finalize the administrative details and execute the Third Amendment and Restatement of the Solid Waste and Recycling Franchise Agreement, subject to the approval of the City Attorney.



Council Member Marquez requested a staff report on A.9.

Acting City Clerk/Assistant City Manager /Chief Financial Officer/City Treasurer Brian Mohan provided the report.

Council Member Marquez asked Acting City Clerk/Assistant City Manager /Chief Financial Officer/City Treasurer Brian Mohan what the penalty is if the City does not mandate the Senate Bill.

Acting City Clerk/Assistant City Manager /Chief Financial Officer/City Treasurer Brian Mohan affirmed that CalRecycle may levy a \$10,000 a day fee in violations, until rectified.

Council Member Marquez thanked Acting City Clerk/Assistant City Manager /Chief Financial Officer/City Treasurer Brian Mohan and stated he wanted to make the residents aware of the potential penalties should the City not comply.

A.10. PEN18-0092 (TR 37544) – APPROVE COOPERATIVE AGREEMENT BETWEEN THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, THE CITY, AND FH II, LLC, FOR THE QUINCY STREET CHANNEL STAGE 4 LOCATED ON BRODIAEA BOULEVARD EAST OF MORENO BEACH DRIVE. DEVELOPER: FH II, LLC (Report of: Public Works)

**Recommendations:**

1. Approve the Cooperative Agreement with the Riverside County Flood Control and Water Conservation District (District), the City of Moreno Valley (City), and FHI II, Inc. (Developer), for the Quincy Street Channel, Stage 4.
2. Authorize the City Manager to execute the Cooperative Agreement.
3. Direct the City Clerk to forward the signed Cooperative Agreement to the District.

A.11. AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO CT&T CONCRETE PAVING INC. FOR FISCAL YEAR 2021-22 ADA RAMP IMPROVEMENTS, PROJECT NO. 801 0095 (Report of: Public Works)

**Recommendations:**

1. Award a construction contract to CT&T Concrete Paving Inc., 324 South Diamond Bar Boulevard, PMB 275, Diamond Bar, CA 91765, for the Fiscal Year 2021-22 ADA Access Ramp Improvements project in the amount of \$651,300.00, funded by the Transportation Development Act Article 3 Bicycle and Pedestrian Facilities Program (SB 821) grant and gas tax;

2. Authorize the City Manager to execute a contract with CT&T Concrete Paving Inc.;
3. Authorize the issuance of a Purchase Order for CT&T Concrete Paving Inc. in the amount of \$748,995.00 (\$651,300.00 bid amount plus 15% contingency) when the contract has been signed by all parties; and
4. Authorize the Public Works Director/City Engineer to execute any subsequent related change orders to the contract with CT&T Concrete Paving Inc. up to, but not exceeding, a contingency of \$97,695.00 subject to the approval of the City Attorney.

Council Member Delgado stated 77 ramps will be repaired at 27 intersections. Informed residents he has the map for viewing or can be viewed online. Wanted to inform residents they will be seeing construction.

## **B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT**

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

**Recommendation:** Waive reading of all Ordinances.

- B.2. MINUTES - REGULAR MEETING OF MARCH 1, 2022 6:00 PM (See A.2)

Recommendation: Approve as submitted.

- B.3. MINUTES - SPECIAL CLOSED MEETING OF MARCH 8, 2022 5:00 PM (See A.3)

Recommendation: Approve as submitted.

- B.4. MINUTES - SPECIAL MEETING OF MARCH 24, 2022 4:00 PM (See A.4)

Recommendation: Approve as submitted.

## **C. CONSENT CALENDAR - HOUSING AUTHORITY**

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

**Recommendation:** Waive reading of all Ordinances.

C.2. MINUTES - REGULAR MEETING OF MARCH 1, 2022 6:00 PM (See A.2)

Recommendation: Approve as submitted.

C.3. MINUTES - SPECIAL CLOSED MEETING OF MARCH 8, 2022 5:00 PM (See A.3)

Recommendation: Approve as submitted.

C.4. MINUTES - SPECIAL MEETING OF MARCH 24, 2022 4:00 PM (See A.4)

Recommendation: Approve as submitted.

**D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES**

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

**Recommendation:** Waive reading of all Ordinances.

D.2. MINUTES - REGULAR MEETING OF MARCH 1, 2022 6:00 PM (See A.2)

Recommendation: Approve as submitted.

D.3. MINUTES - SPECIAL CLOSED MEETING OF MARCH 8, 2022 5:00 PM (See A.3)

Recommendation: Approve as submitted.

D.4. MINUTES - SPECIAL MEETING OF MARCH 24, 2022 4:00 PM (See A.4)

Recommendation: Approve as submitted.

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

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

**Recommendation:** Waive reading of all Ordinances.

E.2. MINUTES - REGULAR MEETING OF MARCH 1, 2022 6:00 PM (See A.2)

Recommendation: Approve as submitted.

E.3. MINUTES - SPECIAL CLOSED MEETING OF MARCH 8, 2022 5:00 PM (See A.3)

Recommendation: Approve as submitted.

E.4. MINUTES - SPECIAL MEETING OF MARCH 24, 2022 4:00 PM (See A.4)

Recommendation: Approve as submitted.

## F. PUBLIC HEARINGS

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

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

F.1. PUBLIC HEARING TO APPROVE CDBG, HOME & ESG PROJECT SELECTIONS FOR INCLUSION IN FISCAL YEAR 2022/23 ANNUAL ACTION PLAN (Report of: Financial & Management Services)

**Recommendations: That the City Council:**

1. Conduct a Public Hearing for the Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME) and Emergency Solutions Grants Program (ESG) programs to allow the public an opportunity to comment on the proposed project selections for Fiscal Year (FY) 2022/23 Annual Action Plan.

Mayor Gutierrez ask for a report on item F.1 from the Financial and Management Services Division.

Acting City Clerk/Assistant City Manager /Chief Financial Officer/City Treasurer Brian Mohan provided a report on item F.1.

Mayor Gutierrez opens the floor for Council questions for staff.

Council Member Cabrera asked Acting City Clerk/Assistant City Manager /Chief Financial Officer/City Treasurer Brian Mohan if local non profit "Hole in the Wall" was an applicant and if they received funding.

Acting City Clerk/Assistant City Manager /Chief Financial Officer/City Treasurer Brian Mohan states they did not receive funding.

Council Member Cabrera states that was his only question.

Mayor Gutierrez opens the hearing for public comments.

Jessica Munoz

1. Introduced herself as Executive Director of Voices for Children, a non-profit organization that trains and supports community members to serve as volunteer advocates for children in foster care.
2. Respectfully requested Council follow through with the recommendation to continue to fund Voices for Children through CDBG.
3. Thanked the City for their investment and their work, hopes to continue to partner with the City in the future.

Mayor Gutierrez closed public comments. States May 3rd will be the next public hearing for this item. Opens the floor for any Council questions.

Council Member Cabrera requested adjustments be made to include funding for "Hole in the Wall."

Mayor Gutierrez informed Council Member Cabrera the City has been trying to partner with "Hole in the Wall" and provides equal opportunity to any non-profit to submit an application for funding. States the City is working diligently on the homeless issue.

## **G. GENERAL BUSINESS**

## **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)

Council Member Delgado reported the following:

At the April 13th Commission meeting, the March JPC heard an update about Western Municipal Water District's activities to address the looming drought. They also heard a presentation about the U.S. Vets project and some

proposed changes to March Veterans Village. Finally, they approved staff's exploration of the sale of Parcel K-6, the Green Acres housing development.

Riverside County Habitat Conservation Agency (RCHCA)

None

Riverside County Transportation Commission (RCTC)

Mayor Gutierrez reported the following:

At the April 13th Commission meeting, RCTC found certain real properties owned by the Commission as surplus property and approved the Notice of Availability following State Code. No properties identified as surplus are within the City of Moreno Valley. Furthermore, the Commission authorized funding to provide free Metrolink passes to riders in Riverside County. Finally, the Commission awarded an agreement to the Center for Transportation and the Environment (CTE) to develop the Riverside County Zero-Emission Bus Rollout and Implementation Plans. Reports of full closure of 60 freeway heading towards Beaumont, on April 20th from 6:00am-2:00pm. Suggest to avoid area.

Riverside Transit Agency (RTA)

Council Member Marquez Reports:

At the April 6th RTA Administration and Operations Committee meeting, the Committee recommended that \$2.5 million of LCTOP funds be allocated towards a Fare Promotions Program intended to reduce fares and increase ridership. The item will go to future Board of Directors meeting for final action. Additionally, the Committee received an update that additional funding is available for the Free Fares for Youth and College Students. The funding should be available through July 31, 2022.

Western Riverside Council of Governments (WRCOG)

None

Western Riverside County Regional Conservation Authority (RCA)

None

School District/City Joint Task Force

None

## I.2. CITY MANAGER'S REPORT

(Informational Oral Presentation - not for Council action)

City Manager Mike Lee Reports:

City of Moreno Valley is holding the Household Hazardous and Electronic Waste Collection event on Saturday, April 23rd from 9:00am-2:00 pm at the City Yard. Stated that over 100 local companies are looking to hire over 1,000 local jobs.

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

Council Member Marquez

1. Shared that the homelessness problem is a national problem.
2. Stated that CalTrans is the agency responsible for taking care of the people experiencing homelessness on the freeway. Stated that the City's hands are tied on this issue.
3. Shared his plan to speak with the new California Highway Patrol Commander and CalTrans next week.
4. Praised City Staff on their quick response time to people experiencing homelessness within City borders.
5. Encouraged residents to dump their trash at specific dump sites.

Council Member Cabrera

1. Wished everyone a Happy Easter, April 17<sup>th</sup>.
2. Informed residents of the Moreno Valley Mall Revitalization Project, which has started production and is expected to be finished by the year 2026, thanked City Staff for their help on this project.
3. Stated that homelessness is a national problem, especially during today's times.
4. Proposed building housing for individuals experiencing homelessness here in Moreno Valley.
5. Congratulated the Valley View High School Cheerleaders.
6. Acknowledged Sandals Church for their volunteer event, Dear California.
7. Advertised the Earth Day event taking place on Friday, April 22<sup>nd</sup>, where the City will be giving out tree saplings at the Community Garden.
8. Shared that the City of Riverside just wrapped up a competition that provided start-up funding for businesses, hopes Moreno Valley can create a similar program and partner with institutions like Cal Baptist University and UC Riverside to bring new businesses to the City.

Council Member Delgado

1. Praised the Valley View High School Cheerleaders and their Coach.
2. Shared that Heacock Street is being extended between Ironwood and

Parkland.

3. Shared that "The District" is almost done.
4. Expressed excitement towards the positive growth occurring in Moreno Valley.
5. Praised the Rally Around Fitness event at the March Middle School.
6. Celebrated 11 new hires and 10 promotions at the City.
7. Celebrated that tonight was a perfect example of the positive attitude needed to move Moreno Valley forward, encouraged everyone to continue this trend and focus on City business.

Mayor Gutierrez

1. Wished everyone a Happy Easter on April 17<sup>th</sup>.
2. Congratulated public safety officials who were recognized at tonight's Special Presentations.
3. Expressed excitement for the development of the new Town Center located between Nason, Cottonwood and Alessandro, along with the other City developments.
4. Honored to be Mayor of the City of Moreno Valley during this time.
5. Thanked the Valley View High School Cheerleaders and their Coach for being in attendance and for persevering through their challenges.

## ADJOURNMENT

There being no further business to come before the City Council, Mayor Gutierrez adjourned the meeting at 7:16 p.m.

## PUBLIC INSPECTION

The contents of the agenda packet are available for public inspection on the City's website at [www.moval.org](http://www.moval.org) and in the City Clerk's office at 14177 Frederick Street during normal business hours.

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

There being no further business to come before the City Council, Mayor Gutierrez adjourned the meeting at 7:16 PM.



Submitted by:

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Paul D. Bradvica  
 Deputy City Clerk  
 Secretary, Moreno Valley Community Services District  
 Secretary, City as Successor Agency for the Community  
 Redevelopment Agency of the City of Moreno Valley  
 Secretary, Moreno Valley Housing Authority  
 Secretary, Board of Library Trustees  
 Secretary, Public Financing Authority

Approved by:

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Dr. Yxstian A. Gutierrez  
 Mayor  
 City of Moreno Valley  
 President, Moreno Valley Community Services District  
 Chairperson, City as Successor Agency for the Community  
 Redevelopment Agency of the City of Moreno Valley  
 Chairperson, Moreno Valley Housing Authority  
 Chairperson, Board of Library Trustees  
 Chairperson, Public Financing Authority



## Report to City Council

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**TO:** Mayor and City Council Acting in its Capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD)

**FROM:** Brian Mohan, Assistant City Manager

**AGENDA DATE:** May 3, 2022

**TITLE:** PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN PARCELS INTO COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) - (RESO. NOS. CSD 2022- \_\_ AND CSD 2022- \_\_)

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### **RECOMMENDED ACTION**

#### **Recommendation:**

1. Adopt Resolution No. 2022-\_\_\_\_, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2021-01 (Parks Maintenance) and approving the amended map for said District (Amendment No.12) (Daniel Tellez Delucio, located at 27861 Spring Grove St.).
2. Adopt Resolution No. 2022-\_\_\_\_, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2021-01 (Parks Maintenance) and approving the amended map for said District (Amendment No. 14) (HF Logistics-SKX T2, LLC, located at the northeast corner of Redlands Blvd. and Eucalyptus Ave.).

### **SUMMARY**

Adoption of the resolutions (Attachments 1 and 2) will certify the annexation of two parcels into Community Facilities District (CFD) No. 2021-01 (Parks Maintenance) ("District"). This action impacts only the property owners identified below, not the general citizens or taxpayers of the City.

## **DISCUSSION**

As a condition of approval for the development projects identified below, the applicants are required to provide an ongoing funding source for maintenance of certain public facilities (e.g., parks). The funding is used to mitigate the cost of the impacts created by the proposed development.

<b>Property Owner Project ACP Record #s</b>	<b>Amendment No.</b>	<b>APNs</b>	<b>Location</b>
Daniel Tellez Delucio Accessory Dwelling Unit (ADU) PEN21-0098/SCP22-0002	12	304-510-023	27861 Spring Grove St.
HF Logistics-SKX T2, LLC Skechers Building 2 – West Pavillion PEN21-0205/SCP22-0009	14	488-350-055	Northeast corner of Redlands Blvd. and Eucalyptus Ave.

On June 1, 2021, the CSD Board formed CFD No. 2021-01, pursuant to the Mello-Roos Community Facilities Act of 1982. The District was created to provide the development community with an alternative funding tool to mitigate the impacts of their proposed development. If a property owner elects to annex the parcels of their development into the District, they also authorize the CSD to annually levy a special tax, collected on the annual property tax bill, against property in the development project. Thus, satisfying the condition of approval.

On December 21, 2021, the CSD Board adopted Ordinance No. 56, which designated the entire territory of the City as a future annexation area for the District. With the future annexation area designated, annexations can occur without an additional public hearing as long as the annexing landowner provides unanimous consent. Once annexed, parcels are subject to the annual special tax to fund the service they are receiving.

An applicant has two options to satisfy the condition of approval:

1. The property owner submits a Landowner Petition unanimously approving annexation of the property into the District. Approval of the petition and special tax rate allows the City to annually levy the special tax on the property tax bill of the property. This option is only available if there are fewer than 12 registered voters living within the proposed annexation area; or
2. The applicant funds an endowment in an amount sufficient to yield an annual revenue stream that meets the annual obligation and provides for the ongoing operation and maintenance of parks facilities.

The Property Owners listed above elected to annex their property into CFD No. 2021-01 and have the special tax applied to the annual property tax bill. The Office of the Riverside County Registrar of Voters confirmed the number of registered voters residing

at each property, allowing a special election of the landowner. Adoption of the resolutions (Attachments 1 and 2) amends the District and adds the property to the tax rate area identified in the Fiscal Impact section of this report. The resolutions also direct the recordation of the boundary maps (Attachments 3 and 4) and amended notice of special tax liens for the amendments. The Election Official confirmed the Property Owners unanimously approved the annexation of their property into the District (Attachments 5 and 6).

## **ALTERNATIVES**

1. Adopt the resolutions. *Staff recommends this alternative since it will annex the properties into CFD No. 2021-01 at the request of the Property Owners and satisfy the condition of approval for the proposed developments.*
2. Do not adopt the resolutions. *Staff does not recommend this alternative because it is contrary to the request of the Property Owners, will not satisfy the condition of approval, and may delay development of the projects.*
3. Do not adopt the resolutions but rather continue the item to a future regularly scheduled City Council meeting. *Staff does not recommend this alternative as it will delay the Property Owners from satisfying the condition of approval and may delay development of the projects.*

## **FISCAL IMPACT**

Revenue received from the special tax is restricted and can only be used to fund the services for each tax rate area within the District. The special tax can only be applied to a property tax bill of a parcel wherein the qualified electors (i.e., landowners or registered voters, depending upon the number of registered voters) have previously provided approval. If the projected revenue from the maximum special tax exceeds what is necessary to fund the services within the tax rate area, a lower amount will be applied to the property tax bill for all of the properties within the affected tax rate area. The maximum special tax rates are detailed below.

<b>Property Owner Project ACP Record #s</b>	<b>Amendment No.</b>	<b>Property Type</b>	<b>FY 2021/22 Maximum Special Tax Rate</b>
Daniel Tellez Delucio Accessory Dwelling Unit (ADU) PEN21-0098/SCP22-0002	12	Single-Family	\$291.59 per unit
HF Logistics-SKX T2, LLC Skechers Building 2 – West Pavillion PEN21-0205/SCP22-0009	14	Industrial	\$9.07 per 1,000 feet of building square feet

The maximum special tax rate is subject to an annual inflation adjustment based on the change in the Consumer Price Index (CPI) or five percent (5%), whichever is greater. However, the annual adjustment cannot be applied unless the CSD Board annually authorizes such adjustment. The increase to the maximum special tax rate cannot exceed the annual inflationary adjustment without a two-thirds approval of the qualified electors within the affected tax rate area.

## **NOTIFICATION**

The Landowner Petitions were emailed to the Property Owners on April 5 and 6, 2022.

## **PREPARATION OF STAFF REPORT**

Prepared by:  
Kimberly Ganimian  
Special Districts Division Manager

Department Head Approval:  
Brian Mohan  
Assistant City Manager

Concurred by:  
Jeremy Bubnick  
Parks & Community Services Director

## **CITY COUNCIL GOALS**

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

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

## **CITY COUNCIL STRATEGIC PRIORITIES**

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

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

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. Resolution Ordering Annexation - Amendment No. 12
- 2. Resolution Ordering Annexation - Amendment No. 14
- 3. Boundary Map - Amendment No. 12
- 4. Boundary Map - Amendment No. 14
- 5. Certificate of Election Official - Amendment No. 12
- 6. Certificate of Election Official - Amendment No. 14

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	4/26/22 11:32 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	4/26/22 11:37 AM

RESOLUTION NO. 2022-\_\_\_

A RESOLUTION OF THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, ORDERING THE ANNEXATION OF TERRITORY TO MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) AND APPROVING AN AMENDED MAP FOR SAID DISTRICT

WHEREAS, by its Resolution No. CSD 2021-22, Board established the Moreno Valley Community Services District Community Facilities District No. 2021-01 (Parks Maintenance) (the "CFD"), pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 *et seq.*) (the "Act"); and

WHEREAS, by its Ordinance No. CSD 55, the Board authorized an annual special tax to be levied against all non-exempt parcels of real property within the CFD (the "Special Tax") to fund parks maintenance services; and

WHEREAS, in order to permit landowners to efficiently annex developing parcels to the CFD, the Board, by its Ordinance No. CSD 56 designated the entire territory of the City of Moreno Valley as a future annexation area for the CFD; and

WHEREAS, the landowner of the parcel listed on Exhibit A to this Resolution, which is attached hereto and incorporated herein by reference, has submitted to the District a petition requesting and approving annexation of the listed parcel (the "Annexation Parcel") to the CFD; and

WHEREAS, the Annexation Parcel is comprised of the territory shown on the boundary map (the "Boundary Map") entitled "Amendment No. 12 to Boundaries of Community Facilities District No. 2021-01 (Parks Maintenance), Moreno Valley Community Services District, City of Moreno Valley, County of Riverside, California" which is included as Exhibit B to this Resolution, and incorporated herein by this reference; and

WHEREAS, the Board desires to annex the Annexation Parcel to the CFD.

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

1. Recitals. The above recitals are all true and correct and are herein incorporated.
2. Annexation Approved. The Annexation Parcel is hereby added to and part of the CFD with full legal effect and are subject to the Special Tax.
3. Description of Services. The following is a general description of the services (the "Services") provided in the CFD:

1  
Resolution No. 2022-\_\_\_  
Date Adopted: May 3, 2022

Attachment: Resolution Ordering Annexation - Amendment No. 12 (5768 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

Maintaining, lighting, and operating parks and park improvements that are owned and operated by the CSD, to the extent such services are in addition to services already provided at the time CFD No. 2021-01 was created and do not supplant existing services.

Fundable services include (i) planting, replanting, mowing, trimming, irrigation and fertilization of grass, trees, shrubs, and other plants and vegetation, (ii) the operation, maintenance, repair, and replacement of irrigation systems and lighting systems, and (iii) the operation maintenance, repair and replacement of any real property or improvements with a useful life of more than five years.

Fundable costs include, but are not limited to: (i) contracted costs for such services, (ii) salaries and benefits of staff, including park rangers, devoted to such services, (iii) expenses related to equipment, apparatus, and supplies related to these services, (iv) administrative and overhead costs, including staff time, associated with providing such services, and (v) lifecycle costs associated with the repair and replacement of facilities and improvements.

4. Amended Boundary Map. The Boundary Map attached hereto as Exhibit B is hereby approved. This map amends, and does not supersede, the existing maps of the CFD. The Board directs that said map be filed with the Riverside County Recorder pursuant to Section 3113 of the Streets and Highways Code.

5. Notice of Special Tax Lien. The Board directs that an amended notice of special tax lien be recorded pursuant to Section 3117.5 of the Streets and Highways Code with respect to the Annexation Parcel associated with the Boundary Map.

6. This Resolution shall be effective immediately upon adoption.

7. The Secretary shall certify to the adoption of this Resolution, and shall maintain it on file as a public record this Resolution.

8. Severability. The Board declares that, should any provision, section, paragraph, sentence or word of this Resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Resolution as hereby adopted shall remain in full force and effect.

Resolution No. CSD 2022-2  
Date Adopted: May 3, 2022

Attachment: Resolution Ordering Annexation - Amendment No. 12 (5768 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN



APPROVED AND ADOPTED this 3rd day of May 2022.

\_\_\_\_\_

Mayor of the City of Moreno Valley,  
acting in the capacity as President of the  
Board for the Moreno Valley Community  
Services District

ATTEST:

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

APPROVED AS TO FORM:

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

Resolution No. CSD 2022-3  
Date Adopted: May 3, 2022

Attachment: Resolution Ordering Annexation - Amendment No. 12 (5768 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

**RESOLUTION JURAT**

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

I, Paul Bradvica, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2022-\_\_\_ was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting held on the 3rd day of May, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

\_\_\_\_\_  
PAUL BRADVICA, SECRETARY

(SEAL)

Resolution No. CSD 2022-\_\_\_  
Date Adopted: May 3, 2022

**EXHIBIT A**

List of Annexation Parcel	
Amendment Map No.	Assessor's Parcel Number
12	304-510-023

Attachment: Resolution Ordering Annexation - Amendment No. 12 (5768 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

Resolution No. CSD 2022-5  
Date Adopted: May 3, 2022

# EXHIBIT B

**AMENDMENT NO. 12 TO BOUNDARIES OF MORENO VALLEY COMMUNITY SERVICES DISTRICT  
COMMUNITY FACILITIES DISTRICT NO. 2021-01  
(PARKS MAINTENANCE)**

**MORENO VALLEY COMMUNITY SERVICES DISTRICT  
CITY OF MORENO VALLEY  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA**

THIS MAP AMENDS BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, MAP OR INSTRUMENT NO. 2021-01 (PARKS MAINTENANCE) AS APPROVED BY THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR MEETING THEREOF, HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021, BY ITS RESOLUTION NO. \_\_\_\_\_.

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT.

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR MEETING THEREOF, HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021, BY ITS RESOLUTION NO. \_\_\_\_\_.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT.

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021, AT THE HOUR OF \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. IN THE ROOM \_\_\_\_\_ OF MAPS OR ASSESSMENT MAPS (COMMUNITY SERVICES DISTRICTS) AS INSTRUMENT NO. \_\_\_\_\_ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

COUNTY RECORDER  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT RECORDED WITH THE RIVERSIDE COUNTY RECORDERS OFFICE ON MAY 4, 2021 IN BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 25 AS ABSTRACT NUMBER NO. 20214030004.

REFERENCE IS FURTHER MADE TO AN INSTRUMENT, NAME: "A PLAN OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, AND IN THE CONDITION THAT PARCELS WITHIN THAT TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF SAID PARCELS, OR PARCELS ON THE DATE THAT PARCELS OR THOSE PARCELS ARE ANNEXED, RECORDED WITH THE RIVERSIDE COUNTY RECORDERS OFFICE ON OCTOBER 27, 2021 IN BOOK 87, PAGE 21 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS ABSTRACT NUMBER NO. 20214030004 (THE "ANNEXATION MAP") HEREBY AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCED THEREIN.

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF EACH LOT OR PARCELS.

VICINITY MAP

SOURCE: RIVERSIDE COUNTY GIS  
Geographic Coordinates Reference: GCS North American 1983  
Projection: NAD 1983 StatePlane California VI FIPS 4006 Feet

**NBS**

Attachment: Resolution Ordering Annexation - Amendment No. 12 (5768) : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

RESOLUTION NO. 2022-\_\_

A RESOLUTION OF THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, ORDERING THE ANNEXATION OF TERRITORY TO MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) AND APPROVING AN AMENDED MAP FOR SAID DISTRICT

WHEREAS, by its Resolution No. CSD 2021-22, Board established the Moreno Valley Community Services District Community Facilities District No. 2021-01 (Parks Maintenance) (the "CFD"), pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 *et seq.*) (the "Act"); and

WHEREAS, by its Ordinance No. CSD 55, the Board authorized an annual special tax to be levied against all non-exempt parcels of real property within the CFD (the "Special Tax") to fund parks maintenance services; and

WHEREAS, in order to permit landowners to efficiently annex developing parcels to the CFD, the Board, by its Ordinance No. CSD 56 designated the entire territory of the City of Moreno Valley as a future annexation area for the CFD; and

WHEREAS, the landowner of the parcel listed on Exhibit A to this Resolution, which is attached hereto and incorporated herein by reference, has submitted to the District a petition requesting and approving annexation of the listed parcel (the "Annexation Parcel") to the CFD; and

WHEREAS, the Annexation Parcel is comprised of the territory shown on the boundary map (the "Boundary Map") entitled "Amendment No. 14 to Boundaries of Community Facilities District No. 2021-01 (Parks Maintenance), Moreno Valley Community Services District, City of Moreno Valley, County of Riverside, California" which is included as Exhibit B to this Resolution, and incorporated herein by this reference; and

WHEREAS, the Board desires to annex the Annexation Parcel to the CFD.

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

1. Recitals. The above recitals are all true and correct and are herein incorporated.
2. Annexation Approved. The Annexation Parcel is hereby added to and part of the CFD with full legal effect and are subject to the Special Tax.
3. Description of Services. The following is a general description of the services (the "Services") provided in the CFD:

1  
Resolution No. 2022-\_\_  
Date Adopted: May 3, 2022

Attachment: Resolution Ordering Annexation - Amendment No. 14 (5768 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

Maintaining, lighting, and operating parks and park improvements that are owned and operated by the CSD, to the extent such services are in addition to services already provided at the time CFD No. 2021-01 was created and do not supplant existing services.

Fundable services include (i) planting, replanting, mowing, trimming, irrigation and fertilization of grass, trees, shrubs, and other plants and vegetation, (ii) the operation, maintenance, repair, and replacement of irrigation systems and lighting systems, and (iii) the operation maintenance, repair and replacement of any real property or improvements with a useful life of more than five years.

Fundable costs include, but are not limited to: (i) contracted costs for such services, (ii) salaries and benefits of staff, including park rangers, devoted to such services, (iii) expenses related to equipment, apparatus, and supplies related to these services, (iv) administrative and overhead costs, including staff time, associated with providing such services, and (v) lifecycle costs associated with the repair and replacement of facilities and improvements.

4. Amended Boundary Map. The Boundary Map attached hereto as Exhibit B is hereby approved. This map amends, and does not supersede, the existing maps of the CFD. The Board directs that said map be filed with the Riverside County Recorder pursuant to Section 3113 of the Streets and Highways Code.

5. Notice of Special Tax Lien. The Board directs that an amended notice of special tax lien be recorded pursuant to Section 3117.5 of the Streets and Highways Code with respect to the Annexation Parcel associated with the Boundary Map.

6. This Resolution shall be effective immediately upon adoption.

7. The Secretary shall certify to the adoption of this Resolution, and shall maintain it on file as a public record this Resolution.

8. Severability. The Board declares that, should any provision, section, paragraph, sentence or word of this Resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Resolution as hereby adopted shall remain in full force and effect.

2  
Resolution No. CSD 2022-\_\_\_\_  
Date Adopted: May 3, 2022

APPROVED AND ADOPTED this 3<sup>rd</sup> day of May 2022.

\_\_\_\_\_

Mayor of the City of Moreno Valley,  
acting in the capacity as President of the  
Board for the Moreno Valley Community  
Services District

ATTEST:

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

APPROVED AS TO FORM:

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

Resolution No. CSD 2022-3  
Date Adopted: May 3, 2022

Attachment: Resolution Ordering Annexation - Amendment No. 14 (5768 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

**RESOLUTION JURAT**

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

I, Paul Bradvica, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2022-\_\_\_ was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting held on the 3rd day of May, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

\_\_\_\_\_  
PAUL BRADVICA, SECRETARY

(SEAL)

Resolution No. CSD 2022-\_\_\_  
Date Adopted: May 3, 2022

Attachment: Resolution Ordering Annexation - Amendment No. 14 (5768 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN



**EXHIBIT A**

List of Annexation Parcel	
Amendment Map No.	Assessor's Parcel Numbers
14	488-350-055

Attachment: Resolution Ordering Annexation - Amendment No. 14 (5768 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

Resolution No. CSD 2022-5  
Date Adopted: May 3, 2022

# EXHIBIT B

**AMENDMENT NO. 14 TO BOUNDARIES OF MORENO VALLEY COMMUNITY SERVICES DISTRICT  
COMMUNITY FACILITIES DISTRICT NO. 2021-01  
(PARKS MAINTENANCE)**

**MORENO VALLEY COMMUNITY SERVICES DISTRICT  
CITY OF MORENO VALLEY  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA**

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR THE CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, FIRST RECORDED AT BOOK 86 OF MAPS OF ASSIGNMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 89. IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)

THIS IS THE CHECK OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT CITY OF MORENO VALLEY COUNTY OF RIVERSIDE, STATE OF CALIFORNIA WAS APPROVED BY THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR MEETING HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_ BY ITS PRESIDENT AND

CITY CLERK OF THE CITY OF MORENO VALLEY ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_ AT THE HOUR OF \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. IN THE BOOK \_\_\_\_\_ PAGE(S) \_\_\_\_\_ OF MAPS OF ASSIGNMENT AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

COUNTY RECORDER  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON MAY 4, 2021 IN BOOK 86 OF MAPS OF ASSIGNMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 89.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 4 OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY COUNTY OF RIVERSIDE, STATE OF CALIFORNIA FIRST RECORDED FOR ANNEAUX IN THE FUTURE WITH THE CONDITION THAT PARCELS WITHIN THAT TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THESE PARCELS ARE ANNEXED HEREON TO WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 27, 2021 IN BOOK 87, PAGE 81 OF MAPS OF ASSIGNMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2021-05576, WHICH DESCRIBES THE TERRITORY SHOWN HEREON AS TERRITORY FOR THE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCE THERETO.

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSASSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSASSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.

VICINITY MAP

Source: Riverside County GIS  
Geographic Coordinate Reference: GCS North American 1983  
Projection: NAD 1983 StatePlane California VI FIPS 10106 Feet

Attachment: Resolution Ordering Annexation - Amendment No. 14 (5768 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

6  
Resolution No. CSD 2022-  
Date Adopted: May 3, 2022

# AMENDMENT NO. 12 TO BOUNDARIES OF MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE)

MORENO VALLEY COMMUNITY SERVICES DISTRICT  
CITY OF MORENO VALLEY  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 95, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA WAS APPROVED BY THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR MEETING THEREOF, HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ BY ITS RESOLUTION NO. \_\_\_\_\_.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ AT THE HOUR OF \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. IN THE BOOK \_\_\_\_\_ PAGE(S) \_\_\_\_\_ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. \_\_\_\_\_ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

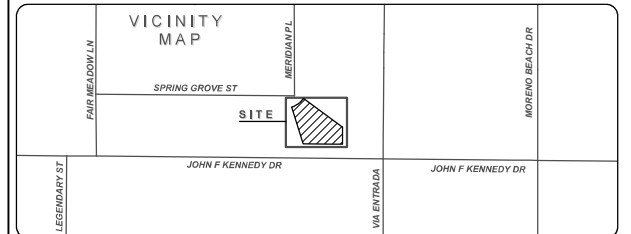
COUNTY RECORDER  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON MAY 4, 2021 IN BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 95 AS INSTRUMENT NO. 2021-0280004.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 4 OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THAT TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 27, 2021 IN BOOK 87, PAGE 91 OF MAPS OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2021-0635742, WHICH DESIGNATED THE TERRITORY SHOWN HEREIN AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCE THEREON.

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.

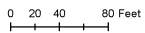


Source: Riverside County GIS  
Geographic Coordinate Reference: GCS North American 1983  
Projection: NAD 1983 StatePlane California VI FIPS 0406 Feet



**Legend**

- Annexation Parcel
- Surrounding Area Parcels

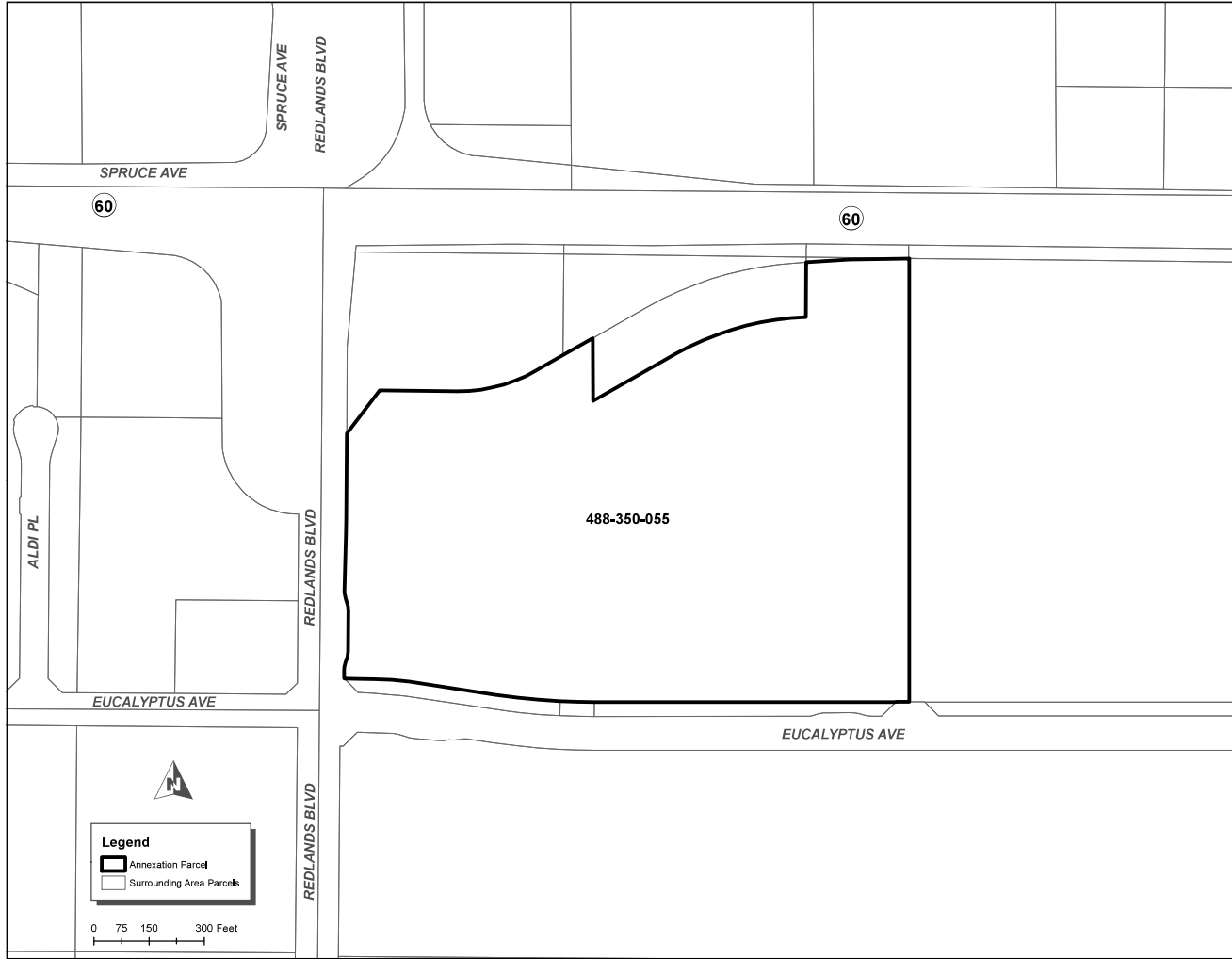


Attachment: Boundary Map - Amendment No. 12 (5768 : PURSUANT TO LANDOWNER PETITIONS,

# AMENDMENT NO. 14 TO BOUNDARIES OF MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE)

MORENO VALLEY COMMUNITY SERVICES DISTRICT  
CITY OF MORENO VALLEY  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 95. IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA WAS APPROVED BY THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR MEETING THEREOF, HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ BY ITS RESOLUTION NO. \_\_\_\_\_.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ AT THE HOUR OF \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. IN THE BOOK \_\_\_\_\_ PAGE(S) \_\_\_\_\_ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. \_\_\_\_\_ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

COUNTY RECORDER  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON MAY 4, 2021 IN BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 95 AS INSTRUMENT NO. 2021-0280004.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 4 OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THAT TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 27, 2021 IN BOOK 87, PAGE 81 OF MAPS OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2021-0635742, WHICH DESIGNATED THE TERRITORY SHOWN HEREIN AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCE THEREON.

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Source: Riverside County GIS  
Geographic Coordinate Reference: GCS North American 1983  
Projection: NAD 1983 StatePlane California VI FIPS 0406 Feet



Attachment: Boundary Map - Amendment No. 14 (5768 : PURSUANT TO LANDOWNER PETITIONS,

**CERTIFICATE OF ELECTION OFFICIAL  
AND CONFIRMATION OF LANDOWNER PETITION**

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

The undersigned, Election Official of the City of Moreno Valley, County of Riverside, State of California, Does Hereby Certify that on **April 12, 2022**, I did verify the completeness of the Landowner Petition for the annexation of property into

COMMUNITY FACILITIES DISTRICT NO. 2021-01 OF THE  
MORENO VALLEY COMMUNITY SERVICES DISTRICT  
OF THE CITY OF MORENO VALLEY

AMENDMENT NO. 12

WITNESS my hand this 12th day of April, 2022.

Paul Bradwin Deputy City Clerk  
ELECTION OFFICIAL  
CITY OF MORENO VALLEY  
STATE OF CALIFORNIA

Attachment: Certificate of Election Official - Amendment No. 12 (5768 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN PARCELS

**CERTIFICATE OF ELECTION OFFICIAL  
AND CONFIRMATION OF LANDOWNER PETITION**

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

The undersigned, Election Official of the City of Moreno Valley, County of Riverside, State of California, Does Hereby Certify that on **April 12, 2022**, I did verify the completeness of the Landowner Petition for the annexation of property into

COMMUNITY FACILITIES DISTRICT NO. 2021-01 OF THE  
MORENO VALLEY COMMUNITY SERVICES DISTRICT  
OF THE CITY OF MORENO VALLEY

AMENDMENT NO. 14

WITNESS my hand this 12th day of April, 2022.

Paul Boehman Deputy City Clerk  
ELECTION OFFICIAL  
CITY OF MORENO VALLEY  
STATE OF CALIFORNIA

Attachment: Certificate of Election Official - Amendment No. 14 (5768 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN PARCELS



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Michael Lloyd, Public Works Director/City Engineer

**AGENDA DATE:** May 3, 2022

**TITLE:** ADOPTION OF RESOLUTION TO ESTABLISH A PROJECT LIST FOR THE FISCAL YEAR 2022/23 SENATE BILL 1 FUNDING FOR CITYWIDE PAVEMENT REHABILITATION AND PRESERVATION (RESO. NO. 2022-XX)

---

### **RECOMMENDED ACTION**

#### **Recommendations:**

1. Adopt Resolution No. 2022-XX – To establish a Citywide Pavement Rehabilitation and Preservation project list for submission to the California Transportation Commission for Fiscal Year 2022/23 Senate Bill (SB) 1 funding; and
2. Authorize the Public Works Director/City Engineer to make any minor adjustments to the limits of work and minor modifications to the project list, as necessary.

### **SUMMARY**

Roadway maintenance remains a top priority for the City Council. This report is for adoption of a Resolution approving a list of street segments for pavement rehabilitation for submission to the California Transportation Commission (CTC) to receive funding from the Road Repair and Accountability Act of 2017, Senate Bill (SB) 1 for Fiscal Year 2022/23.

### **DISCUSSION**

On April 28, 2017, the Governor signed SB 1 to address basic road maintenance, rehabilitation, and critical safety needs on state highways as well as local streets and roads. Funds are generated via fuel excise taxes and vehicle registration fees and a

portion are allocated by formula to eligible cities and counties for basic road maintenance, rehabilitation, and critical safety projects.

Prior to receiving the annual allocation of the formula-based SB1 funds, local agencies must submit a project list to the CTC prior to July 1, 2022. The project list must include a description and the location of each street segment, a proposed schedule for project completion, and the estimated useful life of the improvements. The project list does not limit the flexibility of an eligible city to fund projects in accordance with local needs and priorities so long as the projects are consistent with SB 1 funding priorities.

In addition to submitting a proposed list of projects to the CTC for approval, to remain eligible for SB1 funds, local agencies are required to:

- Submit annual documentation regarding completed projects
- File an annual report of expenditures for street or road purposes with the State Controller's Office
- Sustain a Maintenance of Effort (MOE)
- By July 1, 2024, follow guidelines developed by the California Workforce Development Board that address participation and investment in, or partnership with, new or existing pre-apprenticeship training programs

The City is scheduled to receive an estimated \$4.77 million in SB 1 funding in Fiscal Year 2022/23 for the nearly \$600 million pavement infrastructure. Currently, there is roughly \$100 million of critical deferred maintenance needs, and \$250 million overall, for the 505 centerline-miles of streets within the City's 51 square mile boundary.

The street segments selected are from the updated Pavement Management Plan (PMP) Five-Year Look-Ahead approved by Council on January 19, 2021. All PMP FY 2022/23 street segments not eligible for Community Development Block Grant funding have been identified for SB1 funding. Furthermore, in order to be prepared to maximize the available budget, additional street segments from the PMP FY 2023/24 and the PMP FY 2024/25 lists are to be included as additive bids but may not be constructed dependent upon bids received.

For the proposed segments, staff is also recommending that the City Council authorize the Public Works Director/City Engineer to make minor modifications to the limits of work on individual street segments to accommodate any changes in private property development of other conflicting Capital Improvement Plan projects that may arise prior to bidding the project for construction. Additionally, staff recommends authorizing the Public Works Director/City Engineer to make minor modifications to comply with any changes in the CTC procedures or forms to avoid delays.

Consistent with the approved *Momentum MoVal* Strategic Plan, staff is taking proactive steps to create an ongoing annual pavement preservation program with similar level of efforts in roadway maintenance.

## **ALTERNATIVES**



1. Approve the recommended actions as presented in this staff report. *This alternative will allow timely project list submittal for SB 1 for Fiscal Year 2022/23 funding and commence of citywide street pavement rehabilitation project.*
2. Do not approve the recommended actions as presented in this staff report and provide alternate direction to staff. *This alternative may jeopardize receiving of SB 1 funding for Fiscal Year 2022/23 and delay use of State funding to meet the Council's priority to enhance the condition of City's roadways.*

## **FISCAL IMPACT**

There is no fiscal impact for the recommended action items.

## **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

Department Head Approval:  
Michael Lloyd  
Public Works Director/ City Engineer

Concurred By:  
Melissa Walker, P.E.  
Engineering Division Manager/ Assistant 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 22.23 SB 1 Project List Resolution

### APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	4/26/22 5:45 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	4/26/22 6:23 PM

**RESOLUTION NO. 2022-XX**

**RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL  
YEAR 2022/23 FUNDED BY SB 1: THE ROAD REPAIR AND  
ACCOUNTABILITY ACT OF 2017**

**WHEREAS**, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

**WHEREAS**, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

**WHEREAS**, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

**WHEREAS**, the City, is to receive an estimated \$4.77 million in RMRA funding in Fiscal Year 2022/23 from SB 1; and

**WHEREAS**, this is the sixth year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

**WHEREAS**, the City has undergone a public process to ensure public input into our community's transportation priorities, capital improvement needs, and the project list; and

**WHEREAS**, the City used several key criteria and a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

**WHEREAS**, the funding from SB 1 will help the City maintain and rehabilitate 45 street segments throughout the City this year and secure the implementation of similar needed projects into the future; and

**WHEREAS**, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the City’s streets and roads are in an “at-risk” condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a good condition; and

**WHEREAS**, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

**NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND** by the City Council of the City, State of California, as follows:

1. The foregoing recitals are true and correct.
2. Exhibit A is the list of newly proposed projects that will be funded in-part or solely with Fiscal Year 2022/23 Road Maintenance and Rehabilitation Account revenues.

APPROVED AND ADOPTED this 3<sup>rd</sup> day of May, 2022.

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Dr. Yxstian A. Gutierrez  
 Mayor  
 City of Moreno Valley

ATTEST:

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Paul Bradvica, Deputy City Clerk

APPROVED AS TO FORM:

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Steve Quintanilla, Interim City Attorney

Attachment: FY 22.23 SB 1 Project List Resolution (5769 : ADOPTION OF RESOLUTION TO ESTABLISH A PROJECT LIST FOR THE FISCAL

**RESOLUTION JURAT**

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

I, Paul Bradvica, Deputy 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 3<sup>rd</sup> day of May, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

\_\_\_\_\_  
PAUL BRADVICA, DEPUTY CITY CLERK

(SEAL)

Attachment: FY 22.23 SB 1 Project List Resolution (5769 : ADOPTION OF RESOLUTION TO ESTABLISH A PROJECT LIST FOR THE FISCAL

# EXHIBIT A

CITY OF MORENO VALLEY FISCAL YEAR 2022/2023 PROJECT LIST										
No.	Street Name	From	To	Pavement Condition Index (PCI)	Average Daily Traffic (ADT)	Proposed Treatment	Estimated Cost	Anticipated Completion Date	Anticipated Useful Life	
<i>Citywide Pavement Rehabilitation Program FY 22/23 Project</i>										
Arterial and Collector Streets	1	Cottonwood Avenue	Lasselle St	Morrison St	57	7,100	Local Repairs/ Slurry Seal	\$130,000	12/30/2023	5-10 Years
	2	Dracaea Avenue	Morrison St	Nason St	56	5,500	Local Repairs/ Slurry Seal	\$120,000		
	3	Eucalyptus Avenue	Morrison St	Nason St	57	11,000	Local Repairs/ Slurry Seal	\$120,000		
	4	Graham Street	Cottonwood Av	Alessandro Bl	57	9,300	Local Repairs/ Slurry Seal	\$150,000		
	5	Heacock Street	Manzanita Av	Parkland Ave	59	21,800	Local Repairs/ Slurry Seal	\$150,000		
	6	Ironwood Avenue	Heacock St	Indian St	59	14,800	Local Repairs/ Slurry Seal	\$120,000		
	7	John F. Kennedy Drive	Perris Boulevard	Kitching Street	60	8,000	Local Repairs/ Slurry Seal	\$120,000		
	8	Graham Street	Eucalyptus Av	Cottonwood Av	29	9,300	Pavement Surface Replacement	\$280,000	12/30/2023	10+ Years
	9	Sunnymead Ranch Pky	Pigeon Pass Rd	Old Lake Dr	43	12,800	Pavement Surface Replacement	\$320,000		
	10	Bay Avenue	Old Highway 215	Day St	33	5,500	Pavement Surface Replacement	\$250,000		
	11	Brodiaea Avenue	Heacock St	Indian St	33	6,200	Pavement Surface Replacement	\$270,000		
	12	Brodiaea Avenue	Perris Bl	Lasselle St	33	5,800	Pavement Surface Replacement	\$350,000		
	13	Morrison Street	Eucalyptus Av	Cottonwood Av	28	19,900	Pavement Surface Replacement	\$420,000		
	14	John F. Kennedy Drive	Championship Dr	Sevilla Ct	40	8,000	Pavement Surface Replacement	\$310,000		
Residential Streets	15	Crocker Circle	Morrey Ln	North End	70	n/a	Local Repairs/ Slurry Seal	\$8,000	12/30/2023	5-10 Years
	16	Edmonson Avenue	Kalmia Av	Ladd Av	65	n/a	Local Repairs/ Slurry Seal	\$30,000		
	17	Evans Court	Morrey Ln	North End	65	n/a	Local Repairs/ Slurry Seal	\$10,000		
	18	Gerald Lane	Carrie Ln	Pettit St	70	n/a	Local Repairs/ Slurry Seal	\$10,000		
	19	Juniper Avenue	Moreno Beach Dr	Pettit St	61	n/a	Local Repairs/ Slurry Seal	\$13,300		
	20	Knoll Vista Street	Juniper Av	North End	51	n/a	Local Repairs/ Slurry Seal	\$15,000		
	21	Ladd Avenue	Kalmia Av	Edmonson Av	68	n/a	Local Repairs/ Slurry Seal	\$10,000		
	22	Lindley Lane	Morrey Ln	Locust Av	65	n/a	Local Repairs/ Slurry Seal	\$12,000		
	23	Morrey Lane	Evans Ct	Carrie Ln	61	n/a	Local Repairs/ Slurry Seal	\$12,000		
	24	Pettit Street	Juniper Av	Locust Av	59	n/a	Local Repairs/ Slurry Seal	\$8,000		

Attachment: FY 22.23 SB 1 Project List Resolution (5769 : ADOPTION OF RESOLUTION TO ESTABLISH A PROJECT LIST FOR THE FISCAL

# EXHIBIT A

No.	Street Name	From	To	Pavement Condition Index (PCI)	Average Daily Traffic (ADT)	Proposed Treatment	Estimated Cost	Anticipated Completion Date	Anticipated Useful Life	
<i>Citywide Pavement Rehabilitation Program FY 22/23 Project</i>										
Residential Streets	25	Via Colina	Juniper Av	North End	56	n/a	Local Repairs/ Slurry Seal	\$12,000	12/300/2023	5-10 Years
	26	Via Contenta	Knoll Vista St	North End	60	n/a	Local Repairs/ Slurry Seal	\$10,000		
	27	Weber Avenue	Kalmia Av	Locust Av	41	n/a	Local Repairs/ Slurry Seal	\$30,000		
	28	Elmwood Court	Old Farm St	South End	44	n/a	Local Repairs/ Slurry Seal	\$10,000		
	29	Orchild Court	West End	Red Mahogany Dr	45	n/a	Local Repairs/ Slurry Seal	\$10,000		
	30	Kurt Court	Paige Av	East End	30	n/a	Local Repairs/ Slurry Seal	\$12,000		
	31	Nicole Ct	Paige Av	East End	45	n/a	Local Repairs/ Slurry Seal	\$10,000		
	32	Paige Avenue	J.F.K. Dr	Kurt Ct	44	n/a	Local Repairs/ Slurry Seal	\$11,000		
	33	Rex Street	Stacey Av	Kurt Ct	58	n/a	Local Repairs/ Slurry Seal	\$12,000		
	34	Stacey Avenue	Theresa Av	East End	35	n/a	Local Repairs/ Slurry Seal	\$13,000		
	35	Kalmia Avenue	Moreno Beach Dr	Quincy St	38	n/a	Pavement Surface Replacement	\$75,000	12/30/2023	10+ Years
	36	Quincy Street	Kalmia Av	Locust Av	85	n/a	Pavement Surface Replacement	\$30,000		
	37	Valle Lindo	Juniper Av	Knoll Vista St	53	n/a	Pavement Surface Replacement	\$30,000		
	38	Old Farm Street	West End	Red Mahogany Dr	25	n/a	Pavement Surface Replacement	\$86,000		
	39	Silent Creek Drive	West End	Flaming Arrow Dr	28	n/a	Pavement Surface Replacement	\$50,000		
40	Silver Arrow Drive	West End	Flaming Arrow Dr	29	n/a	Pavement Surface Replacement	\$68,000			
41	Sugar Hill Road	West End	East End	25	n/a	Pavement Surface Replacement	\$45,000			
42	Filaree Avenue	Indian St	Gabriel St	28	n/a	Pavement Surface Replacement	\$45,000			
43	Gabriel Street	Paige Av	Katrina Av	45	n/a	Pavement Surface Replacement	\$60,000			
44	Karry Court	Paige Av	East End	24	n/a	Pavement Surface Replacement	\$25,000			
45	Tyann Court	Gabbriel St	East End	28	n/a	Pavement Surface Replacement	\$14,000			
						<b>TOTAL</b>	<b>\$3,896,300</b>			

Attachment: FY 22.23 SB 1 Project List Resolution (5769 : ADOPTION OF RESOLUTION TO ESTABLISH A PROJECT LIST FOR THE FISCAL



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Michael Lloyd, Public Works Director/City Engineer

**AGENDA DATE:** May 3, 2022

**TITLE:** AUTHORIZE THE PIGGYBACK USE OF THE COUNTY OF RIVERSIDE'S CONTRACT #PSA-0004078 WITH SC COMMERCIAL, LLC DBA SC FUELS FOR GASOLINE AND DIESEL FUEL DELIVERY FOR CITY VEHICLES & EQUIPMENT

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### **RECOMMENDED ACTION**

#### **Recommendations:**

1. Approve the use (piggyback) of the County of Riverside's Agreement with SC Commercial, LLC dba SC Fuels through June 30, 2027, for purposes of the negotiated fuel price only; all other terms remain per the City's agreement with the company.
2. Approve a five-year fuel agreement with SC Commercial, LLC, dba SC Fuels for a total not-to-exceed amount of \$2,500,000.
3. Authorize the issuance of annual purchase orders for SC Commercial, LLC dba SC Fuels each fiscal year of the Agreement term subject to funds available in the City Council approved Operating Budget; and
4. Authorize the Director of Public Works/City Engineer to execute any amendments, purchase orders and/ or change orders, contingent upon approved budget and approval of the City Attorney.

### **SUMMARY**

This report recommends the use of a piggyback agreement with SC Commercial, LLC dba SC Fuels under a previously executed agreement with the County of Riverside #PSA-0004078 for the negotiated fuel price only and the execution of an agreement between the City of Moreno Valley and SC Commercial, LLC dba SC Fuels for the



purchase of unleaded and diesel fuel for official City operational needs. It is in the best interests of the City to piggyback on the County of Riverside's competitive award due to their purchase volume, which grants favorable pricing.

## **DISCUSSION**

In fiscal year 21/22 the County of Riverside issued a Request for Proposals for fuel delivery services. The County of Riverside has competitively awarded a fuel agreement to SC Commercial, LLC dba SC Fuels. The agreement provides favorable pricing based on the County's competitive award. Fuel companies typically permit smaller public agencies to piggyback onto existing contracts with larger agencies to receive such favorable pricing. The City wishes to enter into an agreement with SC Commercial, LLC dba SC Fuels utilizing the County of Riverside's agreement for pricing only.

The County of Riverside's RFP and award documents have been examined and indicate a competitive award was made to SC Commercial, LLC dba SC Fuels in 2022. The piggyback agreement provides fuel at Riverside County pricing. The approval of this agreement by City Council will allow for the issuing of a purchase order to SC Commercial, LLC dba SC Fuels per fiscal year for all City fuel needs.

## **ALTERNATIVES**

1. Approve and authorize the recommended actions as presented in this staff report. *Staff recommends this alternative.*
2. Do not approve and authorize the recommended actions as presented in this staff report. This would require staff to seek an alternative piggyback agreement or attempt to negotiate an independent agreement without the County's favorable pricing. This would result in an extended delay and cause a potential disruption in the City's fuel supplies and essential City operations. *Staff does not recommend this alternative.*

## **FISCAL IMPACT**

Portions of the expenses incurred through the Equipment Maintenance Fund are recovered through administrative charges from the various operating activities utilizing fuel/diesel. Future budget years will be properly budgeted during the biennial budget process approved by Council.

Description	Fund	GL Account No.	Type (Rev/Exp)	FY 21/22 Budget	Proposed Adjustment	FY 21/22 Amended Budget
Purchase of Fuel	Fleet Operations	7410-70-78-45370-630355	Exp	\$250,000	\$200,000	\$450,000
Purchase of Diesel	Fleet Operations	7410-70-78-45370-630356	Exp	\$33,834	\$16,166	\$50,000

Description Fund GL Account No. Type (Rev/Exp) FY 22/23 Budget Proposed Adjustment FY 21/22 Amended Budget						
Purchase of Fuel	Fleet Operations	7410-70-78-45370-630355	Exp	\$250,000	\$200,000	\$450,000
Purchase of Diesel	Fleet Operations	7410-70-78-45370-630356	Exp	\$33,834	\$16,166	\$50,000

**PREPARATION OF STAFF REPORT**

Prepared By:  
Tyler Smith  
Management Assistant

Department Head Approval:  
Michael Lloyd  
Public Works Director/City Engineer

Concurred By:  
Joseph Mattox  
Maintenance and Operations Division Manger

**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.

**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. SC Commercial LLC dba SC Fuels Agreement

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	4/27/22 12:26 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	4/27/22 12:31 PM

## City of Moreno Valley

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

This Agreement is made by and between the City of Moreno Valley , California, a municipal corporation, with its principal place of business at 14177 Frederick Street, Moreno Valley, CA 92552, hereinafter referred to as the “City”, and **SC Commercial, LLC dba SC Fuels, a Limited Liability Company**, with its principal place of business at 1800 W. Katella Avenue, Ste. 400, Orange, CA 92867, 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 unleaded and diesel fuel delivery contracting services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing professional unleaded and diesel fuel delivery contracting services, is licensed in the State of California, if applicable;
- C. City desires to engage Contractor to render such services for the professional unleaded and diesel fuel delivery contracting services as set forth in this Agreement;
- D. The public interest, convenience, necessity and general welfare will be served by this Agreement; and
- E. This Agreement is made and entered into effective the date the City signs this Agreement.

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

Contractor’s Name: SC Commercial LLC dba SC Fuels  
 Address: 1800 W. Katella Avenue, Ste. 400  
 City: Orange State: CA Zip: 92867  
 Business Phone: (714) 744-7140  
 Business License Number:  
 Federal Tax I.D. Number: 83-0751205

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

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

D. The term of this Agreement shall be from **June 1, 2022** to **June 30, 2027** unless terminated earlier as provided herein. The City acknowledges that it will not unreasonably withhold approval of the Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

3. **STANDARD TERMS AND CONDITIONS:**

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

- 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 **Brenda Tuttle**, 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:**

SC Commercial LLC dba SC Fuels  
 1800 W. Katella Avenue, Ste. 400  
 Orange, CA 92867  
 Attn: Brenda Tuttle

**City:**

City of Moreno Valley  
 14177 Frederick Street  
 P.O. Box 88005  
 Moreno Valley, CA 92552  
 Attn: Maintenance & Operations Division

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

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

Attachment: SC Commercial LLC dba SC Fuels Agreement (5795 : AUTHORIZE THE PIGGYBACK USE OF THE COUNTY OF RIVERSIDE'S

- 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

SC Commercial LLC dba SC Fuels

BY: \_\_\_\_\_  
City Manager

BY: \_\_\_\_\_  
Robert W. Bollar

TITLE: \_\_\_\_\_  
Corp. Sec. & VP

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

<p><b><u>INTERNAL USE ONLY</u></b></p> <p>APPROVED AS TO LEGAL FORM:</p> <p>_____ City Attorney</p> <p>_____ Date</p> <p>RECOMMENDED FOR APPROVAL:</p> <p>_____ Department Head</p> <p>_____ Date</p>
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Attachment: SC Commercial LLC dba SC Fuels Agreement (5795 : AUTHORIZE THE PIGGYBACK USE OF THE COUNTY OF RIVERSIDE'S

# EXHIBIT A

## CONTRACTOR SCOPE OF SERVICES

A. This Agreement between the City of Moreno Valley and Contractor is for professional unleaded and diesel fuel delivery contracting services, as set forth in County of Riverside’s agreement with SC Commercial LLC dba SC Fuels #PSA-0004078.

B. Normal delivery hours are 7:00am – 4:30pm Monday through Friday. No delivery shall be made on City holidays as follows:

New Year’s Day	Veteran’s Day
Dr. Martin Luther King Jr Day	Thanksgiving
President’s Day	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	Any additional non-delivery day as determined by the City. (Prior notice to be given)

C. SC Commercial LLC dba SC Fuels will supply fuel, when available at their location or the local rack, in the event of a City of Moreno Valley emergency. In the event of a City emergency SC Commercial LLC dba SC Fuels can be contacted at (714) 744-7140

Attachment: SC Commercial LLC dba SC Fuels Agreement (5795 : AUTHORIZE THE PIGGYBACK USE OF THE COUNTY OF RIVERSIDE'S

## EXHIBIT B

CITY RESPONSIBILITIES

The City of Moreno Valley is responsible for the following:

- A. Providing access to sites to perform services
- B. Providing escorts at sites that require the presence of a City employee during work periods;
- C. Providing purchase orders or other written authorization to confirm the approval of services;

## EXHIBIT C

### TERMS OF PAYMENT

1. The Contractor's compensation shall not exceed \$2,750,000.

Fuel pricing is based on piggy backing on the County of Riverside's agreement with SC Commercial LLC dba SC Fuels #PSA-0004078. Pricing is as follows:

Unleaded: OPIS Daily Rate + 0.125

Diesel: OPIS Daily Rate + 0.125

Delivery fee of \$181.00 per delivery

Delivery receipts will include that day's OPIS rate report.

2. The Contractor will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: [http://www.moval.org/do\\_biz/biz-license.shtml](http://www.moval.org/do_biz/biz-license.shtml)

3. The Contractor will electronically submit an invoice to the City on a monthly basis for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services since the last invoice. At no time will the City pay for more services than have been satisfactorily completed and the City's determination of the amount due for any progress payment shall be final. The Contractor will submit all original invoices to Accounts Payable staff at [AccountsPayable@moval.org](mailto:AccountsPayable@moval.org)

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

Copies of invoices may be submitted to the Maintenance & Operations Division at

[maintenance@moval.org](mailto:maintenance@moval.org) or calls directed to (951) 413-3160.

3. The Contractor agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City.



Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at:

[http://www.moval.org/city\\_hall/forms.shtml#bf](http://www.moval.org/city_hall/forms.shtml#bf)

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



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Michael Lloyd, Public Works Director/City Engineer

**AGENDA DATE:** May 3, 2022

**TITLE:** AUTHORIZATION TO AWARD AGREEMENTS TO CASC ENGINEERING AND CONSULTING, INC. AND CWE FOR CONSULTANT PLAN CHECK SERVICES OF PRELIMINARY AND FINAL WATER QUALITY MANAGEMENT PLANS FUNDED BY DEVELOPMENT FEES

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### **RECOMMENDED ACTION**

#### **Recommendations:**

1. Approve each Agreement for Project Related Services with CASC Engineering and Consulting, Inc. (CASC), and CWE, to provide on-call engineering plan check consultant services of Preliminary and Final Water Quality Management Plans (P-WQMP and F-WQMP) for the Land Development Division.
2. Authorize the City Manager to execute each Agreement for Project Related Services with CASC and CWE, subject to the approval of the City Attorney.
3. Authorize the issuance of a Purchase Order to CASC and CWE in the amount of \$50,000 each, and authorize the Chief Financial Officer to approve subsequent related purchase orders for annual extensions up to a maximum of four annual extensions with CASC and CWE not to exceed \$50,000 annually, in accordance with the approved terms of the Agreement.
4. Authorize the Chief Financial Officer to make any necessary budget adjustment appropriations related to expenditures and offsetting revenues.
5. Authorize the Public Works Director/City Engineer to execute any subsequent extensions and/or amendments to the Agreement, subject to the approval of the City Attorney.

## **SUMMARY**

This report recommends approval of each agreement with CASC and CWE to provide on-call engineering plan check consultant services of Preliminary and Final Water Quality Management Plans (P-WQMP and F-WQMP) associated with new development and significant redevelopment projects for the Land Development Division. The firms were selected following review, rating and reference checks of proposals submitted to the City. The Land Development Division currently relies on consultants for timely review of WQMPs.

## **DISCUSSION**

Currently, WQMPs are being reviewed by consultants. The current consultant contract is on its final extension and will expire on June 30, 2022. The plan check consultants will assist the Land Development Division staff in order to maintain the division's goal of a timely plan review turn-around. The plan check services are fully recoverable and paid by the developers/landowners.

On March 2, 2022, the Request for Proposals (RFP) for Professional Consultant Services for Plan Check of Preliminary Water Quality Management Plans (P-WQMP) and Final Water Quality Management Plans (F-WQMP) was advertised on Planet Bids.

On March 29, 2022, the City received six (6) proposals in response to the RFP. Pursuant to the Moreno Valley Municipal Code procedures for professional services procurement, a selection committee, comprised of City staff, reviewed and rated all proposals according to the criteria established.

Following the evaluations, CASC and CWE were selected as the most qualified consultants to provide WQMP plan check consultant services after negotiation of a fair and reasonable price. The selected consultants present an ability to provide the services on time and within budget. The specific services to be provided include:

- Providing P-WQMP and F-WQMP Plan Check services pursuant to the requirements established in the latest Water Quality Management Plan – A Guidance Document for the Santa Ana Region of Riverside County;
- Reviewing P-WQMP and F-WQMP submittals, and meeting with developers, their representatives, and City staff when requested by the City;
- Providing the Stormwater Program Manager or his/her designee with a Project Status Log update each week; and
- Assisting the City in the implementation of the WQMP program.

Since the current Procurement Policy (Policy #3.18, Section VI.B.3) allows the original agreement to be extended for four additional one-year terms, the total potential value of the Agreements is being taken into consideration when determining signature authority.

Staff recommends that the City Council award the Agreements with CASC and CWE to provide WQMP plan check consultant services, authorize the City Manager to execute the Agreements, and authorize the Public Works Director/City Engineer to execute any future extensions or amendments, as well as associated purchase orders, in accordance with the terms of the Agreement and the recommendations authorized by this staff report. Such extensions and amendments will only be entered into upon determination that sufficient funding appropriations and program approvals have been granted by the City Council, demonstration by the consultant of having provided satisfactory performance of the services, and both the City and the consultant mutually agree to extend the Agreement.

### **ALTERNATIVES**

1. Approve and authorize the recommended actions as presented in this staff report. *Staff recommends this alternative as it will help achieve the Land Development Division's goal of a timely plan review turn-around for development projects.*
  
2. Do not approve and do not authorize the recommended actions as presented in this staff report. *Staff does not recommend this alternative, as it would hinder the Land Development Division's goal of a timely plan review turn-around and could cause the delay of development projects through the approval process.*

### **FISCAL IMPACT**

The amount spent for professional consultant plan check services is funded through revenue received from the City's WQMP plan review fees in connection with services requested by developers/landowners. The cost of the required plan check services are fully recoverable and paid by the developers/landowners. Each plan check consultant receives compensation based on a Not-to-Exceed Fee. It is recommended that any necessary future budget adjustment appropriations be made related to the expenditures and offsetting revenues. **There is no negative impact to the General Fund.**

### **NOTIFICATION**

Publication of the Agenda.

### **PREPARATION OF STAFF REPORT**

Prepared By:  
Zara Terrell  
Management Analyst

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

Concurred By:  
Clement Jimenez  
Principal Engineer, P.E.

Concurred By:  
Melissa Walker, P.E.  
Engineering Division Manager/Assistant City Engineer

**CITY COUNCIL GOALS**

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

**CITY COUNCIL STRATEGIC PRIORITIES**

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

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

**ATTACHMENTS**

To view large attachments, please click your “bookmarks”



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

- 1. Agreement for Project Related Services - CASC
- 2. Agreement for Project Related Services - CWE

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	4/26/22 5:49 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	4/26/22 6:22 PM

**AGREEMENT FOR PROJECT RELATED SERVICES  
PLAN CHECK OF WATER QUALITY MANAGEMENT PLANS (WQMP)**

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City" and **CASC Engineering and Consulting, Inc.**, a California corporation, hereinafter described as "Consultant." This Agreement is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2022 ("Effective Date").

**RECITALS**

WHEREAS, the City has determined it is in the public interest to proceed with the professional work hereinafter described as "Project"; and

WHEREAS, the City has determined the Project involves the performance of professional and technical services of a temporary nature as more specifically described in Exhibit "A" (City's Request for Proposal) and Exhibit "B" (Consultant's Proposal) hereto; and

WHEREAS, the City does not have available employees to perform the services for the Project; and

WHEREAS, the City has requested the Consultant to perform such services for the Project; and

WHEREAS, the Consultant is professionally qualified in California to perform the professional and technical services required for the Project, and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement;

THEREFORE, the City and the Consultant, for the consideration hereinafter described, mutually agree as follows:

**AGREEMENT FOR PROJECT RELATED SERVICES  
PLAN CHECK OF WATER QUALITY MANAGEMENT PLANS (WQMP)**

**DESCRIPTION OF PROJECT**

1. The Project is described as On-Call Professional Consultant Services for Plan Check of Preliminary and Final Water Quality Management Plans (WQMPs).

**SCOPE OF SERVICES**

2. The Consultant's scope of service is described on Exhibit "B" attached hereto and incorporated herein by this reference. In the event of a conflict, the City's Request for Proposal shall take precedence over the Consultant's Proposal.

3. The City's responsibility is described on Exhibit "C" attached hereto and incorporated herein by this reference.

**PAYMENT TERMS**

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of **\$50,000.00** in accordance with the payment terms provided on Exhibit "D" attached hereto and incorporated herein by this reference.

**TERM OF MULTI-YEAR AGREEMENT**

5. (a) This contractual agreement will be subject to the City Council approving the fiscal year 2022/2023 annual budget. This contractual agreement shall be binding upon all parties for a period of one (1) fiscal year and may be extended for an additional four (4) fiscal years pending funding approval in the new fiscal year's budget.

(b) The following clause applies to this project: "It should be noted that this multi-year agreement may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council. In the event that the City Council does not grant necessary funding appropriations and/or program approval, then the affected multi-year agreement becomes null and void, effective July 1<sup>st</sup> of the fiscal year for which such approvals have been denied."

**AGREEMENT FOR PROJECT RELATED SERVICES  
PLAN CHECK OF WATER QUALITY MANAGEMENT PLANS (WQMP)**

**TIME FOR PERFORMANCE**

6. The Consultant shall commence services upon receipt of written direction to proceed from the City.

7. The Consultant shall perform the work described on Exhibit "A" in accordance with the schedule as stated in the Notice to Proceed.

8. This Agreement shall be effective from effective date and shall continue in full force and effect date through **June 30, 2023**, subject to any earlier termination in accordance with this Agreement. The services of Consultant shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement.

9. (a) The Consultant agrees that the personnel, including the principal Project manager, and all subconsultants assigned to the Project by the Consultant, shall be subject to the prior approval of the City.

(b) No change in subconsultants or key personnel shall be made by the Consultant without written prior approval of the City.

**SPECIAL PROVISIONS**

10. It is understood and agreed that the Consultant is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Consultant or any individual whose compensation for services is paid by the Consultant, an agent or employee of the City, or authorizing the Consultant to create or assume any obligation or liability for or on behalf of the City.

11. The Consultant may also retain or subcontract for the services of other necessary consultants with the prior written approval of the City. Payment for such services shall be the responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall



**AGREEMENT FOR PROJECT RELATED SERVICES  
PLAN CHECK OF WATER QUALITY MANAGEMENT PLANS (WQMP)**

be subject to the terms and conditions of this Agreement, except that the City shall have no obligation to pay any subconsultant for services rendered on the Project.

12. The Consultant and the City agree to use reasonable care and diligence to perform their respective services under this Agreement.

13. The Consultant shall comply with applicable federal, state, and local laws in the performance of work under this Agreement.

14. To the extent required by controlling federal, state, and local law, Consultant shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, Consultant agrees as follows:

(a) Consultant will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

(b) Consultant will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Consultant shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical

**AGREEMENT FOR PROJECT RELATED SERVICES  
PLAN CHECK OF WATER QUALITY MANAGEMENT PLANS (WQMP)**

condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to Consultant's employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

(c) Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

(d) If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall cause each subcontractor to also comply with the requirements of this Section 13.

15. To the furthest extent allowed by law (including California Civil Code section 2782.8 if applicable), Consultant shall indemnify, hold harmless and defend the City, the Moreno Valley Community Services District ("CSD"), the Moreno Valley Housing Authority ("Housing Authority") and each of their officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, its principals, officers,

**AGREEMENT FOR PROJECT RELATED SERVICES  
PLAN CHECK OF WATER QUALITY MANAGEMENT PLANS (WQMP)**

employees, agents, or volunteers in the performance of this Agreement.

If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subcontractor to indemnify, hold harmless and defend City, CSD, Housing Authority and each of their officers, officials, employees, agents, and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

16. Insurance.

(a) Throughout the life of this Agreement, Consultant shall pay for and maintain in full force and effect all insurance as required in **Exhibit E** or as may be authorized in writing by the City Manager or his/her designee at any time and in his/her sole discretion.

(b) If at any time during the life of the Agreement or any extension, Consultant or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to Consultant shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City pursuant to this section shall in any way relieve Consultant of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by Consultant shall not be deemed to release or diminish the liability of Consultant, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City shall apply to all claims and

**AGREEMENT FOR PROJECT RELATED SERVICES  
PLAN CHECK OF WATER QUALITY MANAGEMENT PLANS (WQMP)**

liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Consultant, its principals, officers, agents, employees, persons under the supervision of Consultant, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

(d) Upon request of City, Consultant shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

(e) If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subcontractor to provide insurance protection in favor of City and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with Consultant and City prior to the commencement of any services by the subcontractor.

17. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

18. Consultant and subconsultants shall pay prevailing wage rates when required by the Labor Laws of the State of California.

19. (a) The Consultant shall deliver to the Public Works Director/City Engineer or

**AGREEMENT FOR PROJECT RELATED SERVICES  
PLAN CHECK OF WATER QUALITY MANAGEMENT PLANS (WQMP)**

his designated representative, fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain, for its files, copies of any and all material, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement.

(b) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any.

(c) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant under this Agreement, if used by the City on other work without the permission of the Consultant. Consultant acknowledges that Consultant work product produced under this agreement may be public record under State law.

20. (a) This Agreement shall terminate without any liability of City to Consultant upon the earlier of: (i) Consultant's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against Consultant; (ii) 10 calendar days prior written notice with or without cause by City to Consultant; (iii) City's non-appropriation of funds sufficient to meet its obligations hereunder during any City fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement. The written notice shall specify the date of termination. Upon receipt of such notice, the Consultant may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the City. The City shall pay the Consultant within thirty (30) days after the date of termination for all non-objected to services performed by the Consultant in accordance herewith through the date of termination. Consultant shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.

**AGREEMENT FOR PROJECT RELATED SERVICES  
PLAN CHECK OF WATER QUALITY MANAGEMENT PLANS (WQMP)**

(b) In the event of termination due to failure of Consultant to satisfactorily perform in accordance with the terms of this Agreement, City may withhold an amount that would otherwise be payable as an offset to, but not in excess of, City's damages caused by such failure. In no event shall any payment by City pursuant to this Agreement constitute a waiver by City of any breach of this Agreement which may then exist on the part of Consultant, nor shall such payment impair or prejudice any remedy available to City with respect to the breach.

(c) Upon any breach of this Agreement by Consultant, City may (i) exercise any right, remedy (in contract, law, or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic, and incidental damages for the breach of the Agreement. If it is determined that City improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

(d) Consultant shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of Consultant and without its fault or negligence such as, acts of God or the public enemy, acts of City in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. Consultant shall notify City in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

21. This Agreement is binding upon the City and the Consultant and their successors and assigns. Except as otherwise provided herein, neither the City nor the Consultant shall assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior

## AGREEMENT FOR PROJECT RELATED SERVICES PLAN CHECK OF WATER QUALITY MANAGEMENT PLANS (WQMP)

written consent of the other.

22. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant, and the Consultant's representative shall cooperate with the City in all matters regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

23. This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties.

24. Where the payment terms provide for compensation on a time and materials basis, the Consultant shall maintain adequate records to permit inspection and audit of the Consultant's time and materials charges under this Agreement. The Consultant shall make such records available to the City at the Consultant's office during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records. Except as may be otherwise required by law, such records will be available only to the City. Such records shall be maintained by the Consultant for three (3) years following completion of the services under this Agreement.

25. The City and the Consultant agree that, to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

26. (a) Consultant shall comply, and require its subcontractors to comply, with all

**AGREEMENT FOR PROJECT RELATED SERVICES  
PLAN CHECK OF WATER QUALITY MANAGEMENT PLANS (WQMP)**

applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of City, Consultant shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, Consultant and the respective subcontractor(s) are in full compliance with all laws and regulations. Consultant shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, Consultant shall immediately notify City of these facts in writing.

(b) In performing the work or services to be provided hereunder, Consultant shall not employ or retain the services of any person while such person either is employed by City or is a member of any City council, commission, board, committee, or similar City body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.

(c) Consultant represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights/benefits hereunder.

(d) Neither Consultant, nor any of Consultant's subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing. Consultant and any of its



**AGREEMENT FOR PROJECT RELATED SERVICES  
PLAN CHECK OF WATER QUALITY MANAGEMENT PLANS (WQMP)**

subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, Consultant shall remain responsible for complying with Section 26(a), above.

(e) If Consultant should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, Consultant shall include the provisions of this Section 26 in each subcontract and require its subcontractors to comply therewith.

(f) This Section 26 shall survive expiration or termination of this Agreement.

27. All Plans, drawings, Specifications, reports, logs, and other documents prepared by the Consultant in its performance under this Agreement shall, upon completion of the project, be delivered to and be the property of the City, provided that the Consultant shall be entitled, at its own expense, to make copies thereof for its own use.

28. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall also govern the interpretation of this Agreement. Venue shall be vested in the Superior Court of the State of California, County of Riverside.

29. Civil Code Section 1542 Waiver. Consultant expressly waives any and all rights and benefits conferred upon it by the provisions of Section 1542 of the California Civil Code which reads as follows:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

**AGREEMENT FOR PROJECT RELATED SERVICES  
PLAN CHECK OF WATER QUALITY MANAGEMENT PLANS (WQMP)**

This waiver shall be effective as a bar to any and all actions, fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind that are known or unknown, or suspected or unsuspected, including, without limitation, claims of entitlements under the California Public Employees' Retirement System (CalPERS) that are only afforded to employees and not independent contractors. Consultant further represents and warrants that it understands this waiver and that if it does not understand this waiver, it shall seek the advice of a qualified attorney before executing this Agreement.

30. CalPERS Retiree Disclosure. Consultant hereby expressly agrees to clearly and conspicuously disclose to City in writing any and all persons working for Consultant who are retirees under the California Public Employees' Retirement System (CalPERS) whom receives a monthly CalPERS retirement allowance, which may provide services to City under the Agreement, prior to such person performing any services hereunder. Nothing herein shall be deemed or interpreted to limit a CalPERS retiree's obligations under applicable law, rules or regulations.

**SIGNATURE PAGE FOLLOWS**

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

City of Moreno Valley

**CASC ENGINEERING AND CONSULTING, INC.**

BY: \_\_\_\_\_  
City Manager

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

Name: \_\_\_\_\_

TITLE: \_\_\_\_\_  
(President or Vice President)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

Name: \_\_\_\_\_

TITLE: \_\_\_\_\_  
(Corporate Secretary)

\_\_\_\_\_  
Date

**INTERNAL USE ONLY**

APPROVED AS TO LEGAL FORM:

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

\_\_\_\_\_  
Date

RECOMMENDED FOR APPROVAL:

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

\_\_\_\_\_  
Date

Attachment: Agreement for Project Related Services - CASC (5787 : AUTHORIZATION TO AWARD AGREEMENTS FOR PROJECT RELATED

**EXHIBIT A**

# City of Moreno Valley



## *Request for Proposal* **# 2022-049**

Professional Consultant Services for Plan Check of  
Preliminary Water Quality Management Plans (P-WQMP)  
and Final Water Quality Management Plans (F-WQMP)

**March 2, 2022**

**Question Deadline:**

March 15, 2022, 2:00 pm, PST

**Proposal Due Date:**

March 29, 2022, 2:00 pm, PST

**Submit proposal online at:**

<https://www.planetbids.com/portal/portal.cfm?CompanyID=24660>

**Proposal Contact:**

[landdevelopment@moval.org](mailto:landdevelopment@moval.org)

RFP # 2022-049 Professional Consultant Services for Plan Check of Preliminary Water Quality Management Plans (P-WQMP) and Final Water Quality Management Plans (F-WQMP)

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Attachment: Agreement for Project Related Services - CASC (5787 : AUTHORIZATION TO AWARD AGREEMENTS FOR PROJECT RELATED

RFP # 2022-049 Professional Consultant Services for Plan Check of Preliminary Water Quality Management Plans (P-WQMP) and Final Water Quality Management Plans (F-WQMP)

### Schedule

#### I. Tentative Schedule of Important Dates

This section provides a **tentative** schedule of the important milestone dates. Examine these dates carefully and plan accordingly. All times are 2:00 pm unless stated otherwise.

DATE	EVENT
March 2, 2022	Request for Proposals (RFP) issue date
March 15, 2022	Question deadline
March 18, 2022	Final addendum issued (if necessary)
March 29, 2022	Proposal due date
April 5, 2022	Evaluation of proposals completed
April 7, 2022	Selection of Consultant & contract preparation
April 19, 2022	City Council Approves Agreement (estimated)
July 1, 2022	Start of Service

Note that City will entertain questions through the Q&A tab for the RFP at <https://www.planetbids.com/portal/portal.cfm?CompanyID=24660> no later March 15, 2022 at 2:00 pm PST.

### Proposal Procedures, Content, and Format

#### I. General

- A. **Proposal Format:** A proposer must follow the instructions for preparing the proposal in the prescribed format. Section tabs must be utilized in the proposal following the same order of the RFP.
- B. **General Terms and Conditions:** Except as otherwise indicated herein, City's General Terms and Conditions govern rules and definitions of this RFP.
- C. **Right to Reject Proposals:** City reserves the right to reject any and all proposals, to waive any non-material irregularities or informalities in any proposal, and to accept or reject any item or combination of items.
- D. **Execution of Agreement:** If a Proposer is not able to execute an agreement within 10 days after being notified of selection, City reserves the right to select the next most qualified proposer or call for new proposals, whichever City deems most appropriate. See Attachment F for the Sample Template of Agreement for Project Related Services.
- E. **Incorporation of RFP/Proposal:** This RFP and the firm's response, including all promises, warranties, commitments, and representations made in the successful proposal will become binding contractual obligations and will be incorporated by reference in any agreement between City and Proposer.

RFP # 2022-049 Professional Consultant Services for Plan Check of Preliminary Water Quality Management Plans (P-WQMP) and Final Water Quality Management Plans (F-WQMP)

- F. **Authorized Signatories:** Company personnel signing the cover letter of the proposal or any other related forms submitted must be authorized signers with the requisite authority to represent their firm and to enter into binding contracts.
- G. **Validity of Proposals:** Proposed services and related pricing contained in the proposal must be valid for a period of 180 days after the due date.

**II. Proposal Content and Format**

Include the following sections containing the information requested below in your proposal. To enable ease of evaluation, please follow the sequence shown and upload the required documents into the vendor portal in the appropriate sections.

**A. Section 1: Executive Summary**

1. Provide a cover letter of your company's information including:
  - a) Company's full legal name, address, phone, fax, email, website;
  - b) Prior company names (if any);
  - c) Organizational structure (corp., LLC, etc.);
  - d) Names and titles of the principal owner(s);
  - e) Person(s) authorized to make commitments for your company;
  - f) Company history, experience (brief), and years in business;
  - g) Current number of employees, key personnel;
2. Note any exceptions to any part of City's scope, specifications, terms or conditions in this letter and explain the reason.
3. Limit this section to a maximum of one page.

**B. Section 2: Supplemental Company Information (Optional)**

1. Provide any supplemental information not specifically requested by City that you would like City to consider in evaluating your proposal.
2. Ensure information is relevant to City's current or potential future needs.
3. Limit this section to a maximum of one page.

**C. Section 3: Professional Team Assignments**

1. Note any key personnel who are expected to remain in service until completion of the project.
2. Provide detail regarding the team to be assigned for these services.
3. Provide resumes of all team members.
4. Provide an organizational chart of all team members, titles, and a very brief description of their relevant responsibilities.
5. Limit this section to a maximum of ten pages plus resumes and org chart.

**D. Section 4: Proposal Costs (Will not be viewed until after consultant ranking is made and top-ranked consultant is identified)**

1. Submit all pricing on \*Exhibit B using the form provided.
2. Provide pricing for each of the required line items.



RFP # 2022-049 Professional Consultant Services for Plan Check of Preliminary Water Quality Management Plans (P-WQMP) and Final Water Quality Management Plans (F-WQMP)

3. Provide pricing for optional proposer recommendations.
  4. See payment terms in Exhibit B for additional details.
- \* Note these forms are provided by City in the submittal forms section.

**E. Section 5: Response Template**

1. Complete City-provided Response Template (see Attachment A) with your answers to City's questions. Provide thorough responses with sufficient detail to enable City to evaluate your understanding of City's requirements, the suitability of your services and/or product(s) to meet City's requirements, the strength of your work plan, previous experience, and available resources.
2. Note these responses carry significant weight in City's evaluation of your proposal to provide and implement requested services.
3. Limit this section to a maximum of ten pages.

**F. Section 6: Required Forms and Samples**

1. Special Provisions Form\*
  2. Client Reference List\*
  3. Non-Collusion Affidavit\*
- \* Note these forms are provided by City in the submittal forms section.

**G. Section 7: Work Samples**

1. Samples of work, queries, reports, and forms\*\*
  2. Sample of ongoing support and services agreements\*\*
- \*\* Note that these documents will not be returned to proposer.

**H. Inadequate Content**

1. Note that a proposal is non-responsive if the proposal does not contain all proposal requirements, is not complete, is not received at the right location, and is not received by the proposal deadline, has exceptional or excessive exceptions. City may, at its sole discretion, waive minor non-material irregularities and informalities.
2. Do not submit extraneous marketing or promotional information.

**I. Proposal Format**

1. Electronic only: Searchable document
2. White paper, 8-1/2 x 11, page numbered
3. Typed, black print, approximately 11-12 point font
4. Free from excessive graphics or excessive photos

RFP # 2022-049 Professional Consultant Services for Plan Check of Preliminary Water Quality Management Plans (P-WQMP) and Final Water Quality Management Plans (F-WQMP)

**Proposer Qualifications, Evaluation Criteria, and Award Process**

**I. Proposer Qualifications**

The intent of this RFP is to evaluate the proposals and ultimately select a Proposer that is determined to be the most qualified consultant to provide professional services for City.

The overall capabilities of consultant's organization should be discussed in this section. Include a brief summary of the firm's history, its recent related experience, top-level management, and ability of persons assigned to perform the work. Clearly state the relevant project experience of the personnel specifically proposed for the roles listed below. Specify possession of appropriate licenses and certificates.

**II. Evaluation Criteria**

**A. Minimum qualifications, Competitive Range, and Award Consideration**

The minimum qualifications, competitive range, and award consideration based upon the following criteria

1. City will review the Proposers Qualifications to determine if the Proposer meets or betters the minimum requirements as detailed above.
2. Only Proposers that meet or better the minimum requirements will have their Proposals reviewed for consideration.
3. Only the best-qualified Proposer will be considered for final negotiations of scope of services, contract, award recommendation, and fee/price.

**B. Evaluation Criteria**

Award of the Contract shall be made to the most qualified Proposer that best meets City's specifications and needs. Submitted proposals will be evaluated on the following criteria:

- (20 points) – The Firm's General Experience and Qualification Information about the company (and all subconsultants) including professional licenses and certificates held; ability to furnish required insurance and meet stipulations of City's boiler plate agreement; details about comparable projects/services completed by the firm, as well as local experience; and its ability to provide the required services.
- (40 points) – Experience of Key Personnel Background on key personnel (including all subconsultants) qualifications, abilities, familiarity with State and federal procedures and regulations, local experience on comparable projects and length of service with the firm, reference information preferably with municipal agencies.
- (20 points) – Understanding of Requested Service/Plans to Deliver Services. Understanding of the requested services and tasks, discussion of major issues identified on the project and how consultant team plans to address them; the methods and procedures to be used for providing the services; the management approach and organization necessary to complete the services; and outline quality control measures

Attachment: Agreement for Project Related Services - CASC (5787 : AUTHORIZATION TO AWARD AGREEMENTS FOR PROJECT RELATED

RFP # 2022-049 Professional Consultant Services for Plan Check of Preliminary Water Quality Management Plans (P-WQMP) and Final Water Quality Management Plans (F-WQMP)

to ensure delivery of a quality product on time, within budget that provides a cost efficient, timely and predictable execution of work.

- (10 points) – References
- (10 points) - Completeness, thoroughness, and neatness of submittal

**C. Fee/Price Evaluation**

1. Proposed fee is not to be viewed until after consultant ranking is made and top-ranked consultant is identified.
2. Reasonableness of fee requested to do the work, as originally proposed.
3. Final negotiations.

**III. Award**

- A. After conclusion of the above Evaluations, as noted in the tentative schedule, interviews may be held, at the City's discretion. A Notification of Intent to Award may then be sent to the Proposer selected.
- B. Award is contingent upon the successful negotiation, at a fair and reasonable price, of final contract terms and the approval of City. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations for a fair and reasonable price cannot be concluded successfully, City may negotiate a contract with the next best qualified Proposer or withdraw the RFP. In the event City does not approve the recommendation to award, the RFP may be cancelled without any cost or obligation of City.
- C. City operates on a fiscal year basis, running July 1<sup>st</sup> through June 30<sup>th</sup>. The initial Contract shall be in effect on the date of executed signatures (but no earlier than July 1, 2022) through June 30, 2022. The agreement may be renewed at the expiration of its term, by agreement of both parties, in one-year increments, up to four additional terms, at the end of each subsequent fiscal year. Renewal of the Agreement shall be accomplished through an amendment to agreement signed by both parties.
- D. Rates may be negotiated for each mutually exercised optional renewal period.

**Special Terms and Conditions**

**I. Audit Requirements**

- A. City reserves the right to periodically inspect and audit Provider's accounting procedures and supporting documentation in conjunction with the performance of the required services.
- B. City will notify Provider in writing of any such requested audit.
- C. City will inspect and audit in a reasonable manner and at City's expense.
- D. Provider must fully cooperate with any such audit(s).

RFP # 2022-049 Professional Consultant Services for Plan Check of Preliminary Water Quality Management Plans (P-WQMP) and Final Water Quality Management Plans (F-WQMP)

- E. City will notify Provider in writing of any exception taken as a result of an audit.
- F. If an audit, in accordance with this article, discloses overcharges (of any nature) by Provider to City of the value of that portion of the Agreement that was audited, the actual cost of City's audit must be reimbursed to City by the Provider.

## II. Statements

The following statement are required to be included in the proposal:

1. A statement that this RFP shall be incorporated in its entirety as a part of the Consultant's Proposal.
2. A statement that this RFP and the Consultant's Proposal will jointly become part of the Agreement for Project Related Services for this project when said Agreement is fully executed by the Consultant and the City of Moreno Valley.
3. A statement that the Consultant's Services to be provided, and fees therefore, will be in accordance with the City's RFP except as otherwise specified in the Consultant's Proposal under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."
4. A single and separate section with the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" (if needed) containing a complete and detailed description of all of the exceptions to the provisions and conditions of this RFP upon which the Consultant's Proposal is contingent and which shall take precedent over this RFP.
5. A statement of qualifications applicable to this project including the names, qualifications and proposed duties of the Consultant's Staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses and telephone numbers of the appropriate persons whom the City could contact. If one or more of the Consultant's staff should become unavailable, the Consultant may substitute other staff of at least equal competence only after prior written approval by the City.
6. A statement that the Consultant acknowledges to provide all necessary vehicles, equipment, tools, uniforms, all incidentals for the staff member(s) to perform the required services. Full compensation for providing vehicles, equipment, tools, uniforms, all incidentals shall be considered to be included in the 'Not-to-Exceed' fee as part of the Cost Proposal and no additional compensation will be allowed therefor.
7. A statement that the Consultant acknowledges and understands that the Consultant will provide a qualified alternate plan checker in the event of the primary plan checker is not able to perform the requested services.
8. A statement that the Consultant will document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.
9. A statement that said hourly rate schedule (which is to be included in the Cost Proposal as required below) is part of the Consultant's Proposal.

RFP # 2022-049 Professional Consultant Services for Plan Check of Preliminary Water Quality Management Plans (P-WQMP) and Final Water Quality Management Plans (F-WQMP)

10. A statement that the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
11. A statement that all federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations, the strictest shall be adhered to.
12. A statement that the Consultant shall allow all authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this special project. All relevant records shall be retained for at least three years.
13. A statement that the Consultant shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively.
14. A statement that the Consultant shall comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.
15. A statement that the Consultant offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Consultant, without further acknowledgment by the parties.

### III. Termination

- A. If, in the opinion of City, Provider fails to perform or provide prompt, efficient service, City must have the right to terminate or cancel the Agreement upon 5-day's written notice, and pay Provider for the value of the actual work satisfactorily performed to the date of termination.
- B. City shall have the right to terminate or cancel the Agreement upon 30-day's written notice without cause and pay Provider for the value of actual work satisfactorily performed to the date of termination.
- C. These rights are in addition to any other rights that City may have available.

### IV. Civil Code Section 1542 Waiver. Contractor expressly waives any and all rights and benefits conferred upon it by the provisions of Section 1542 of the California Civil Code which reads as follows:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

RFP # 2022-049 Professional Consultant Services for Plan Check of Preliminary Water Quality Management Plans (P-WQMP) and Final Water Quality Management Plans (F-WQMP)

This waiver shall be effective as a bar to any and all actions, fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind that are known or unknown, or suspected or unsuspected, including, without limitation, claims of entitlements under the California Public Employees' Retirement System (CalPERS) that are only afforded to employees and not independent contractors. Contractor further represents and warrants that it understands this waiver and that if it does not understand this waiver, it shall seek the advice of a qualified attorney before executing this Agreement.

- V. **CalPERS Retiree Disclosure.** Contractor hereby expressly agrees to clearly and conspicuously disclose to City in writing any and all persons working for Contractor who are retirees under the California Public Employees' Retirement System (CalPERS) whom receives a monthly CalPERS retirement allowance, which may provide services to City under the Agreement, prior to such person performing any services hereunder. Nothing herein shall be deemed or interpreted to limit a CalPERS retiree's obligations under applicable law, rules or regulations.

Continued on Next Page

RFP # 2022-049 Professional Consultant Services for Plan Check of Preliminary Water Quality Management Plans (P-WQMP) and Final Water Quality Management Plans (F-WQMP)

**Exhibit A: Scope of Services**

**I. General**

The City of Moreno Valley seeks the submission of proposals to provide Water Quality Management Plan (WQMP) Plan Check services for the Land Development Division from any and all interested and qualified proposers. These services include providing WQMP Plan Checks for New Development and Significant Redevelopment projects. **The requested services will be on an as-needed basis as determined by the City.** It is the City's intent to award the top-rated firm (Consultant) a professional services contract, which is through the end of Fiscal Year 2022/2023 and may be extended up to four one-year periods, at the City's option.

**II. Specific**

The Consultant must utilize the City's electronic Accela Civic Platform (ACP) with Digital Plan Room (DPR) for reviewing the submitted documents and entering the resulting comments. If the Consultant has not been trained in using this software, the City will require the Consultant to complete a training session prior to commencing any work.

Through ACP, the City will assign the Consultant to the P-WQMP or F-WQMP submitted by the applicant. The Consultant shall provide resulting comments for the first review of the WQMP within 10 business days, 5 business day turnaround for subsequent submittals, of the proper documents being uploaded to ACP. There are no alerts currently set up in ACP to notify when a plan is submitted, so frequent checks in ACP should be conducted to ensure these turnaround times are met.

The P-WQMP submittal shall include the documentation set forth in the approved WQMP Guidance Document including but not limited to a location map, site plan, soils report (if necessary), and other P-WQMP documentation. The current WQMP Guidance Document can be viewed under the Riverside County Flood Control District's website [http://rcflood.org/downloads/NPDES/Documents/SA\\_WQMP/SantaAnaWQMPGuidance.pdf](http://rcflood.org/downloads/NPDES/Documents/SA_WQMP/SantaAnaWQMPGuidance.pdf). Prior to closing out any review comments, the reviewer must ensure the submitted P-WQMP complies with state and local regulations as outlined in the MS4 Permit, City Municipal Code, and internal policies.

When a F-WQMP is submitted for initial review, the City will ensure the Consultant has access to the approved P-WQMP and the final Conditions of Approval. The F-WQMP shall be consistent with the approved P-WQMP, address Conditions of Approval and shall include all elements described in the approved WQMP Guidance Document.

Once it has been determined that the P-WQMP or the F-WQMP is adequate for approval, the Consultant shall follow the ACP/DPR User Guide to approve the document, in addition the Consultant must provide an approval letter to the City.

The consultant shall be available to assist the City with any and all inquiries from the Regional Water Quality Control Board regarding a WQMP that was approved by the Consultant, developers, engineers, WQMP preparers, and City staff. This may include but is not limited to meetings and written responses.

RFP # 2022-049 Professional Consultant Services for Plan Check of Preliminary Water Quality Management Plans (P-WQMP) and Final Water Quality Management Plans (F-WQMP)

**Exhibit B: Pricing (Will not be viewed until after consultant ranking is made and top-ranked consultant is identified. Submit pricing in a separate attachment)**

**I. Hourly Rates\*\*\***

A. Include titles and rates for all staff that could provide services under the contract.

LN	Title of Person Performing Service	Hourly Rate
1		\$
2		\$
3		\$
4		\$
5		\$
6		\$

\*\*\* Attach additional sheets as necessary.

Reviews are to be conducted on an hourly basis. All correspondence and communications with the applicant must be included in the billed hours. This work is to be performed on an hourly basis up to the "Not-to-Exceed" amount indicated below. Reimbursement costs related to vehicle/transportation, mileage, printing, telephone, photograph, postage and delivery, equipment, tools, uniforms, all incidentals are to be included in the hourly rate.

B. A "Not-to-Exceed" amount for each type of submittal outlined below, for the duration of the Agreement from July 1, 2022 to June 30, 2023.

- a. Preliminary WQMP Review (first three reviews) "Not-to-Exceed" amount of \$2,687
- b. Preliminary WQMP Review (subsequent reviews) "Not-to-Exceed" amount of \$630
- c. Basic Final WQMP Review (first three reviews) "Not-to-Exceed" amount of \$931
- d. Basic Final WQMP Review (subsequent reviews) "Not-to-Exceed" amount of \$636

*\*Basic reviews include the following types of projects: Hillside Residential ≤ 9 Units*

- e. Standard Final WQMP Review (first three reviews) "Not-to-Exceed" amount of \$2,712
- f. Standard Final WQMP Review (subsequent reviews) "Not-to-Exceed" amount of \$1,220

*\*Standards reviews include the following types of projects: MFR or SFR (Residential Projects) ≤ 50 Units; Commercial ≤ 2 Ac; Industrial ≤ 1Ac; Automotive ≤ 1Ac; Restaurants ≤ 1Ac; Hillside Development ≤ 1Ac (Except Hillside Residential ≤ 9 Units); Parking Lots ≤ 2 Ac*

- g. Complex Final WQMP Review (first three reviews) "Not-to-Exceed" amount of \$3,797



RFP # 2022-049 Professional Consultant Services for Plan Check of Preliminary Water Quality Management Plans (P-WQMP) and Final Water Quality Management Plans (F-WQMP)

- h. Complex Final WQMP Review (subsequent reviews) "Not-to-Exceed" amount of \$1,547

*\*Complex reviews include the following types of projects: MFR or SFR (Residential Projects) > 50 Units; Commercial > 2 Ac; Industrial > 1 Ac; Automotive > 1Ac; Restaurants > 1Ac; Hillside Development > 1Ac (Except Hillside Residential ≤ 9 Units); Parking Lots > 2 Ac*

*\*Mixed-use projects and/or projects that meet the definition of two or more categories shall be reviewed under the highest applicable review.*

## II. Pricing Terms and Conditions

- A. **Invoice:** See Attachment E for the Sample Invoice. Invoice format must first be approved by City prior to the first invoice submittal. Invoices must be submitted on a monthly basis if services were performed during that period.
- B. **Term:** Is for a one-year base period with up to four one-year optional renewals.
- C. **Additional Charges:** None; do not charge any fees or charges not listed in Exhibit B: Pricing.
- D. **Proposal Pricing:** The awarded Provider's Exhibit B: Pricing, as accepted by City, will be incorporated into the resultant Agreement.

RFP # 2022-049 Professional Consultant Services for Plan Check of Preliminary Water Quality Management Plans (P-WQMP) and Final Water Quality Management Plans (F-WQMP)

**Attachment A: Required Response Template**

(Bidder's Company Name)

**Instructions:**

Prospective proposers must provide the information requested below and include it in their proposal. City has provided the form as a separate Word document for bidder's use. Use this form or copy and paste it into your own document; in either case, please provide your responses under each of the number points. Do not omit or renumber any sections. Refer to attached documents sparingly and only as necessary; and ensure that any documents referred to are numbered according to the outline below.

**I. Company Information: Name, Contacts, History, Scope of Services**

Please provide the following information about your company:

- A. Your company's full legal name, address, phone, fax, email, website.  
| |
- B. Prior company names (if any) and years in business; mergers, buyouts, etc.  
| |
- C. Organizational structure (i.e. corp., LLC, sole proprietorship, etc.).  
| |
- D. Names and titles of the principal owner(s).  
| |
- E. Person(s) authorized to make commitments for your company.  
| |
- F. Company history, experience, years in business for current company name.  
| |
- G. Annual company revenues for the last three fiscal years.  
| |
- H. Tax ID number.  
| |
- I. The complete scope of services offered by your company.  
| |
- J. The number of clients (including governmental) served in past and present.  
| |
- K. Special qualifications, training, credentials, recognition, or awards.  
| |
- L. Contracts terminated for cause, pending litigation or legal issues.  
| |

**II. Resources: Staffing, Facilities, Equipment**

RFP # 2022-049 Professional Consultant Services for Plan Check of Preliminary Water Quality Management Plans (P-WQMP) and Final Water Quality Management Plans (F-WQMP)

Provide the following information relative to required services:

- A. Names and titles of key management personnel. If proposer is selected, no change in key management personnel shall be made without written request by Consultant and approval by City.  
| |
- B. Team to be assigned for these services.  
| |
- C. Qualifications of specific individuals who will work on the project.  
| |
- D. Amount of time and involvement of key personnel who will be involved in respective portions of the project.  
| |
- E. Resumes of all team members; provide only names and titles only; attach current resumes to proposal.  
| |
- F. Current number of employees: full-time and part-time employees.  
| |
- G. Annual turnover rate of staff.  
| |
- H. Names and details of any subconsultants you propose to use for our contract. If proposer is selected, no change in subconsultants shall be made without written request by Consultant and approval by City.  
| |
- I. Facilities that would be utilized to perform the required work.  
| |
- J. Equipment that would be utilized to perform the required work.  
| |

**III. Required Services: Meeting or Bettering these Requirements**

Provide the following information relative to required services:

- A. Ability to perform specific tasks as outlined in the RFP.  
| |
- B. Reasonableness of your fee to do the work.  
| |
- C. Current resources to meet or better all task and timeline requirements herein.  
| |
- D. Additional resources that might be needed to meet or better all task and timeline requirements of this request.

RFP # 2022-049 Professional Consultant Services for Plan Check of Preliminary Water Quality Management Plans (P-WQMP) and Final Water Quality Management Plans (F-WQMP)

E. How quickly could you provide additional, extra trained staff if requested by City for additional work beyond the original scope of services?

F. How quickly can you begin providing services if awarded the contract?

G. Details of any improvement or upgrades your firm has designed or implemented.

IV. Demonstrated and Technical Experience

Please describe your company's:

A. Demonstrated record of success on work previously performed.

B. Specific method and techniques to be employed on the project or problem.

V. Work Plan

Taking all circumstances, current conditions, and required preparations into consideration, describe in detail, your proposed work plan for delivering the services required by this RFP, including, but not limited to;

A. How you will schedule professional and staff to ensure milestones and deadlines are met?

B. Provide required response time to the urgent service requests.

C. How you will make up for work-hours lost (and resulting backlog that may occur) due to various unforeseen situations that may prohibit work on a specific day.

D. Provide any other relevant information that you believe would benefit City for the requested services.

Submitted by:

Company Name \_\_\_\_\_

Contact Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Email \_\_\_\_\_

Phone \_\_\_\_\_

Date \_\_\_\_\_

RFP # 2022-049 Professional Consultant Services for Plan Check of Preliminary Water Quality Management Plans (P-WQMP) and Final Water Quality Management Plans (F-WQMP)

**Attachment B: Special Provisions**

All items below apply to this bid proposal:

Hold Harmless and Indemnification: The successful bidder hereby agrees to indemnify, defend, and hold harmless City (including its officials, officers, agents, employees, and representatives) from and against any and all claims of any kind or nature presented against City arising out of vendor's (including vendor's employees, representatives, and subcontractors) performance under this agreement, excepting only such claims, costs or liability which may arise out of the sole negligence or willful misconduct of City.

Insurance Provisions: Unless otherwise stated in the RFP specifications, the following insurance requirements apply:

1. Comprehensive General Liability Insurance: (include products liability) \$1,000,000 per occurrence.
2. Auto Liability Insurance: \$1,000,000 per occurrence, combined single limit (CSL).
3. Workers' Compensation Insurance: as required by State statutes.
4. Employer's Liability Insurance: \$1,000,000 per accident; \$1,000,000 policy limit for disease.
5. All policies of insurance must provide for a minimum of thirty (30) days written notice of any change or cancellation of the policy.
6. Insurance policies to be in a form ad written through companies acceptable to City; and must include those endorsements which are necessary to extend coverage which is appropriate to the nature of the agreement.

Affirmative Action: In support of Affirmative Action, City requires all suppliers to comply with Title VII of the Civil Right Act of 1964, as amended, the Civil Rights Act of 1992, and all federal, state, and municipal laws and regulations pertaining thereto. In addition, successful bidders must certify prior to award of contracts in excess of \$50,000 that they have a written affirmative action plan in compliance with the above laws and regulations, and such plan may be reviewed by City. Said Certification may be made by signing below:

Certified to above - FIRM:

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

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

Exceptions: If your company is taking exception to any of the specifications, terms or conditions (including insurance, indemnification and/or proposed contract language) stated in this Request for Proposal, please indicate below and describe details: (check any that apply).

- No exceptions taken
- Exception taken to the scope of work or specifications
- Exception taken to indemnification and insurance requirements
- Exception to proposed contract language
- Other

Attachment: Agreement for Project Related Services - CASC (5787 : AUTHORIZATION TO AWARD AGREEMENTS FOR PROJECT RELATED

RFP # 2022-049 Professional Consultant Services for Plan Check of Preliminary Water Quality Management Plans (P-WQMP) and Final Water Quality Management Plans (F-WQMP)

Please explain any of the checked items:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Note: Taking exception to City's requirements without approval of City prior to submission of your proposal may be cause for rejection of the proposal.

PROPOSING FIRM: \_\_\_\_\_ DATE: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

**SIGNATURE OF REPRESENTATIVE:** \_\_\_\_\_

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

INSTRUCTION REGARDING SIGNATURE: If bidder is an individual, state "Sole Owner" after signature. If bidder is a partnership, signature must be by a general partner, so stated after "Title". Names of all other partners and their business addresses must be shown below. If bidder is a corporation, signature must be by an authorized officer, so stated after "Title", and the names of the President and Secretary and their business addresses must be shown below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(CONTINUED ON NEXT PAGE)

RFP # 2022-049 Professional Consultant Services for Plan Check of Preliminary Water Quality Management Plans (P-WQMP) and Final Water Quality Management Plans (F-WQMP)

**Attachment C: Client References**

(Bidder's Company Name)

1. Client's Company Name:		
Client Address:		
Contact's Name:		
Contact's Title:		
Contact's Telephone & FAX:		
Contact's Email:		
Scope of Services/Products Provided:		
Project Completion Date & Value:		
2. Client's Company Name:		
Client Address:		
Contact's Name:		
Contact's Title:		
Contact's Telephone & FAX:		
Contact's Email:		
Scope of Services/Products Provided:		
Project Completion Date & Value:		
3. Client's Company Name:		
Client Address:		
Contact's Name:		
Contact's Title:		
Contact's Telephone & FAX:		
Contact's Email:		
Scope of Services/Products Provided:		
Project Completion Date & Value:		
4. Client's Company Name:		
Client Address:		
Contact's Name:		
Contact's Title:		
Contact's Telephone & FAX:		
Contact's Email:		
Scope of Services/Products Provided:		
Project Completion Date & Value:		

Duplicate this form as necessary to complete list.

RFP # 2022-049 Professional Consultant Services for Plan Check of Preliminary Water Quality Management Plans (P-WQMP) and Final Water Quality Management Plans (F-WQMP)

**Attachment D: Non-Collusion Affidavit**

Note: To be executed by Proposer and submitted with proposal.

State of \_\_\_\_\_  
(the State of the place of business)

County of \_\_\_\_\_  
(the County of the place of business)

\_\_\_\_\_, being first duly sworn, deposes and  
(name of the person signing this form)

says that he/she is \_\_\_\_\_ of  
(title of the person signing this form)

\_\_\_\_\_, the party making the foregoing bid  
(name of bidding company)

that such bid is not made in the interest of or on the behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner directly or indirectly sought by agreement, communication, or conference with anyone to fix the bid price of said bidder or of any other bidder or to fix any overhead profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in such bid are true, and further, that said bidder has not directly or indirectly submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to any person or persons as have a partnership or other financial interest with said bidder in the general business.

By: \_\_\_\_\_  
(signature)

Printed Name: \_\_\_\_\_  
(name of the person signing this form)

Title: \_\_\_\_\_  
(title of the person signing this form)

Notary is required for this bid.

Attachment: Agreement for Project Related Services - CASC (5787 : AUTHORIZATION TO AWARD AGREEMENTS FOR PROJECT RELATED



RFP # 2022-049 Professional Consultant Services for Plan Check of Preliminary Water Quality Management Plans (P-WQMP) and Final Water Quality Management Plans (F-WQMP)

**Attachment E: Sample Invoice**

<b>Consultant Name/Address/Phone</b>			
<b>City of Moreno Valley</b> <b>Accounts Payable</b> <b>P.O. Box 88005</b> <b>Moreno Valley, CA 92552</b>	<b>Date:</b> 8/15/22 <b>Invoice No.:</b> 123456		
<b>PW/Land Development Division - Professional Consultant Services for Plan Check of P-WQMPs and F-WQMPs</b>			
<b>Purchase Order No.:</b> _____			
<b>Billing Period:</b> <u>July 1, 2022 through June 30, 2023</u>			
<b>Description of Service Performed/Personnel*</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
<b>P-WQMP – 1<sup>st</sup> Review – LWQ21-XXXX</b>			
WQMP Plan Reviewer John Smith	6.0	\$125.00	\$750.00
<b>F-WQMP – 4<sup>th</sup> Review – LWQ22-XXXX</b>			
<input type="checkbox"/> Basic <input checked="" type="checkbox"/> Standard <input type="checkbox"/> Complex			
WQMP Plan Reviewer Jane Smith	5.0	\$75.00	\$375.00
<b>Total Invoice</b>			<b>\$1,125.00</b>
<i>*See attached spreadsheet with supporting detail.</i>			
<b>Billings to date:</b>	<b>Current</b>	<b>Prior</b>	<b>Total</b>
<b>Total Billings</b>	\$1,125.00	\$0.00	\$1,125.00
<b>Budget</b>			\$25,000.00
<b>Remaining</b>			\$23,875.00

Attachment: Agreement for Project Related Services - CASC (5787 : AUTHORIZATION TO AWARD AGREEMENTS FOR PROJECT RELATED

RFP # 2022-049 Professional Consultant Services for Plan Check of Preliminary Water Quality Management Plans (P-WQMP) and Final Water Quality Management Plans (F-WQMP)

**Attachment F: Sample Template of Agreement for Project Related Services**

**(See PlanetBids Documents & Attachment Tab)**

**Attachment: Agreement for Project Related Services - CASC (5787 : AUTHORIZATION TO AWARD AGREEMENTS FOR PROJECT RELATED**

**EXHIBIT B**

Proposal for:  
**PROFESSIONAL  
CONSULTANT SERVICES  
PLAN CHECK OF  
P-WQMPs AND F-WQMPs**

---

Submitted To:

**CITY OF MORENO VALLEY**

**Via PlanetBids**

Submitted Online at:  
[https://www.planetbids.com/portal/  
portal.cfm?CompanyID=24660](https://www.planetbids.com/portal/portal.cfm?CompanyID=24660)

Submittal Date:  
**March 29, 2022**

Submitted By:

**CASC ENGINEERING  
AND CONSULTING**

**Melanie Sotelo, MSE, CPMSM, CPSWQ, CPESC,  
QSD/P, TOR<sub>CCP</sub>, QISP**

**Environmental Engineering Director**

1470 E. Cooley Drive

Colton, CA 92324

[msotelo@cascinc.com](mailto:msotelo@cascinc.com)

C: (909) 835-0313

O: (909) 783-0101 Ext. 1600

[www.cascinc.com](http://www.cascinc.com)



**CASC**  
Engineering and Consulting

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# 1. EXECUTIVE SUMMARY



1470 E. Cooley Drive  
Colton, CA 92324  
Office: (909) 783-0101  
Fax: (909) 783-0108

March 29, 2022

**SECTION 1: EXECUTIVE SUMMARY/COVER LETTER**

City of Moreno Valley  
Submitted Online  
www.planetbids.com

**PROPOSAL FOR: PROFESSIONAL CONSULTANT SERVICES FOR P-WQMP AND F-WQMP NO. 2022-049**

TO RECIPIENT,

CASC Engineering and Consulting is pleased to submit a proposal to provide Professional Consultant Services for Plan Check of Preliminary Water Quality Management Plans (P-WQMP) and Final Water Quality Management Plans (F-WQMP) to the City of Moreno Valley. Our reputation for providing superior review services for a variety of public-sector clients is well-known in the Inland Empire. We have the expertise, experience, and commitment to deliver plan check services that will exceed the City's expectations.

CASC brings to the City a team that will place this project at the top of our priority list. We will provide the experience, local knowledge, and excellent relationships to see to the timely, high-quality completion of the work.

a. Company's full legal name, address, phone, fax, email, website;	CASC Engineering and Consulting, Inc., 1470 E. Cooley Drive, Colton, CA 92324, (909) 783-0101, (909) 783-0108, <a href="mailto:msotelo@cascinc.com">msotelo@cascinc.com</a> , <a href="http://www.cascinc.com">www.cascinc.com</a>
b. Prior company names (if any);	AEI-CASC Engineering, Inc.
c. Organizational structure;	S-Corporation
d. Names titles of the Principals owner(s);	Rick Sidor, Principal/Owner
e. Person(s) authorized to make commitments for your company;	Rick Sidor, Principal/Owner Michelle E. Furlong, Treasurer/Secretary
f. Company history, experience, and years in business;	See Section 2. Supplemental Company Information – Executive Summary
g. Current number of employees, key personnel;	52 full-time employees, with 3 key employees for this project
Note any exceptions to any part of City's scope, specifications, terms or conditions in this letter and explain the reason;	CASC agrees to the City's scope, specifications, terms or conditions with no exceptions.

We look forward to working with the City. Please do not hesitate to call if you have any questions at (909) 835-0313.

Sincerely,

**CASC ENGINEERING AND CONSULTING, INC.**

Melanie Sotelo, MSE, CPSWQ, CPESC, QISP, QSD/P, ToR  
Associate Director of Environmental Services  
1470 E. Cooley Drive  
Colton, CA 92324  
[msotelo@cascinc.com](mailto:msotelo@cascinc.com)  
(909) 835-0313

**CASC ENGINEERING AND CONSULTING, INC**

Rick Sidor, P.E.  
President  
1470 E. Cooley Drive  
Colton, CA 92324  
[rsidor@cascinc.com](mailto:rsidor@cascinc.com)  
(909) 783-0101 Ext: 5328

Attachment: Agreement for Project Related Services - CASC (5787 : AUTHORIZATION TO AWARD AGREEMENTS FOR PROJECT RELATED



## 2. SUPPLEMENTAL COMPANY INFORMATION (OPTIONAL)





Engineering and Consulting

CITY OF MORENO VALLEY  
PROFESSIONAL SERVICES FOR PLAN CHECK OF  
P-WQMPS AND F-WQMPS NO. 2022-049

**SECTION 2. SUPPLEMENTAL COMPANY INFORMATION (OPTIONAL)**

**SUPPLEMENTAL COMPANY INFORMATION**

CASC was formed to provide professional consulting services to a variety of industry sectors, including: city, county, and state government agencies; public and private utilities; districts, including flood control districts, special districts and school districts; private enterprise; and industry. CASC is a mid-sized consulting firm that combines the personal touch of a small firm, with the stability of the large publicly-traded consulting conglomerates. Since 1998, CASC has been ranked by the Inland Empire Business Press as one of the top five Inland Empire consulting firms (based on local area gross revenues). We currently employ over 50 professionals, working from four Southern California offices, with the majority of our staff living in San Bernardino and Riverside Counties.

CASC brings the essential and desirable qualifications to the City to successfully complete assigned plan review and consulting assistance tasks.

- **Experienced Team with Demonstrated Knowledge, Skills, and Abilities:** CASC Engineering and Consulting is the best qualified firm to perform the required services for the City because the firm proposes an exemplary team with the requisite knowledge, skills and abilities, and track record of performing similar services for agencies in San Bernardino, Riverside, and Los Angeles counties; including extensive and on-going working experience and relationships with the City of Moreno Valley and staff at the Santa Ana Regional Water Quality Control Board.
- **Credentialed Team:** All of CASC’s team, with the exception of Administrative Support, hold either an engineering-related degree or a Professional Engineering registration, and the knowledge of the CASC team is confirmed by the extensive array of credentials held by team members: these credentials provide third-party verification as to each team member’s knowledge in the industry. CASC’s team includes five Professional Engineers, two Construction General Permit Trainers-of-Record, one Industrial General Permit Trainers-of-Record, three Industrial QISPs, and holders of CPSWQ, CPESC, and CESSWI certifications. Team members hold offices in stormwater related professional associations, including the California Stormwater Quality Association, American Public Works Association, and International Erosion Control Association. These office positions give CASC staff access to breaking insider information that can be disseminated to the team to maintain fresh and current industry knowledge, often long before others even hear of the issue.
- **Local and Right-Sized Firm:** CASC’s corporate office has been located in Colton for 20 years, about 14 miles from the City’s Land Development Department on Frederick Street. Our proximity provides the City with efficient support services, eliminating the extra travel time and logistical challenges associated with Los Angeles, Orange, and San Diego County consultants. CASC is also a mid-sized firm – small enough to make any assignments a top priority–yet large enough to fully staff the project and to maintain backup staff to address peaks in any assigned workload. Micro firms may have difficulty meeting the simultaneous demands of multiple projects, and very large firms may view plan review work as “filler” work – both conditions conducive to sub-par performance. CASC’s local roots, local staff, and firm size mean the City’s work will receive the attention it needs and deserves from a qualified team.
- **Proven Project Approach:** CASC Engineering and Consulting is the best qualified firm to perform the required services for the City because the firm proposes an exemplary team with a proven track record of performing similar services for the City, as well as other agencies in San Bernardino, Riverside, and Los Angeles counties.
- **City’s Agreement:** CASC is comfortable working under the terms of the City’s Agreement, as we have done for many years.

Attachment: Agreement for Project Related Services - CASC (5787 : AUTHORIZATION TO AWARD AGREEMENTS FOR PROJECT RELATED



### 3. PROFESSIONAL TEAM ASSIGNMENTS



### SECTION 3. PROFESSIONAL TEAM ASSIGNMENTS

#### KEY PERSONNEL

CASC has assembled a team of professional staff to lead the firm's efforts in providing professional consultant services to the City of Moreno Valley. Key professional staff consist of CASC team members that are currently providing services to the City of Moreno Valley. CASC combines WQMP plan reviews with a review of hydrology and hydraulics to verify feasibility of proposed drainage devices presented within the WQMPs. All review staff are CASC employees with their credibility and knowledge evident from their long list of credentials and accreditations, as shown on the resumes included. The firm has sufficient resources to complete the work without the need for subconsultants.

All members of the project team are currently providing plan review services to the City and/or other public entities, and thus have a proven track record of performance on work described in the RFP. CASC has developed a reputation as a company that provides technically appropriate and compliant plan reviews, as well as providing credible advice to clients. Our staff uses this same approach in the work we currently perform for the City of Moreno Valley.

#### KEY PERSONNEL TO REMAIN IN SERVICE UNTIL COMPLETION OF THE PROJECT

**PROJECT MANAGER/PRIMARY PLAN REVIEWER: Michael Gentile, P.E., QSD/P.** Mr. Gentile will serve as the Project Manager by providing the day to day contact with the City, while overseeing all reviews and reviewers. Mr. Gentile will provide QA/QC checks of conducted reviews, as well as will provide engineering, hydrology, and flood plain mapping support as needed. Mr. Gentile currently provide similar services to Riverside County, Cities of Highland and Hemet.

**ENGINEERING DIRECTOR: Senior Director of Engineering - Jeff Endicott, P.E., BCEE, CPESC, QISP, QSD/P, ToR-CGP.** Jeff Endicott will serve as the Project's Engineering Director with over 36 years experience, and will provide overall guidance and engineering management support for the Project. Mr. Endicott currently provides engineering and stormwater program management oversight activities for City of Hemet, Riverside County Transportation, City of Montclair, City of Hemet, and City of Highland.

**ENVIRONMENTAL ENGINEERING DIRECTOR: Associate Director of Environmental Services - Melanie Sotelo, MSE, CPMSM, CPSWQ, CPESC, QISP, QSD/P, ToR-CGP.** Melanie Sotelo will serve as the Environmental Engineering Director, providing NPDES Permit support, WAP and WQMP Guidance oversight. Ms. Sotelo brings over 15 years experience in stormwater program management assistance, with a strong understanding of each of the program elements of the City's MS4 Permit, specifically in the area of new development and redevelopment program requirements. Ms. Sotelo currently provides stormwater program management services related to the Santa Ana Regional Permit issuance for Riverside County Transportation Department and the City of Rialto.

#### SUPPORT PERSONNEL

**PLAN REVIEWER SUPPORT: Christopher Ogaz, Christopher Sidor, Lonny Young and Kevin Jimenez.** The assigned support team will provide engineering, hydrology, and flood plain mapping support as needed to support timely review services. All registered and graduate engineers listed here currently provide similar services to CASC's municipal clients.

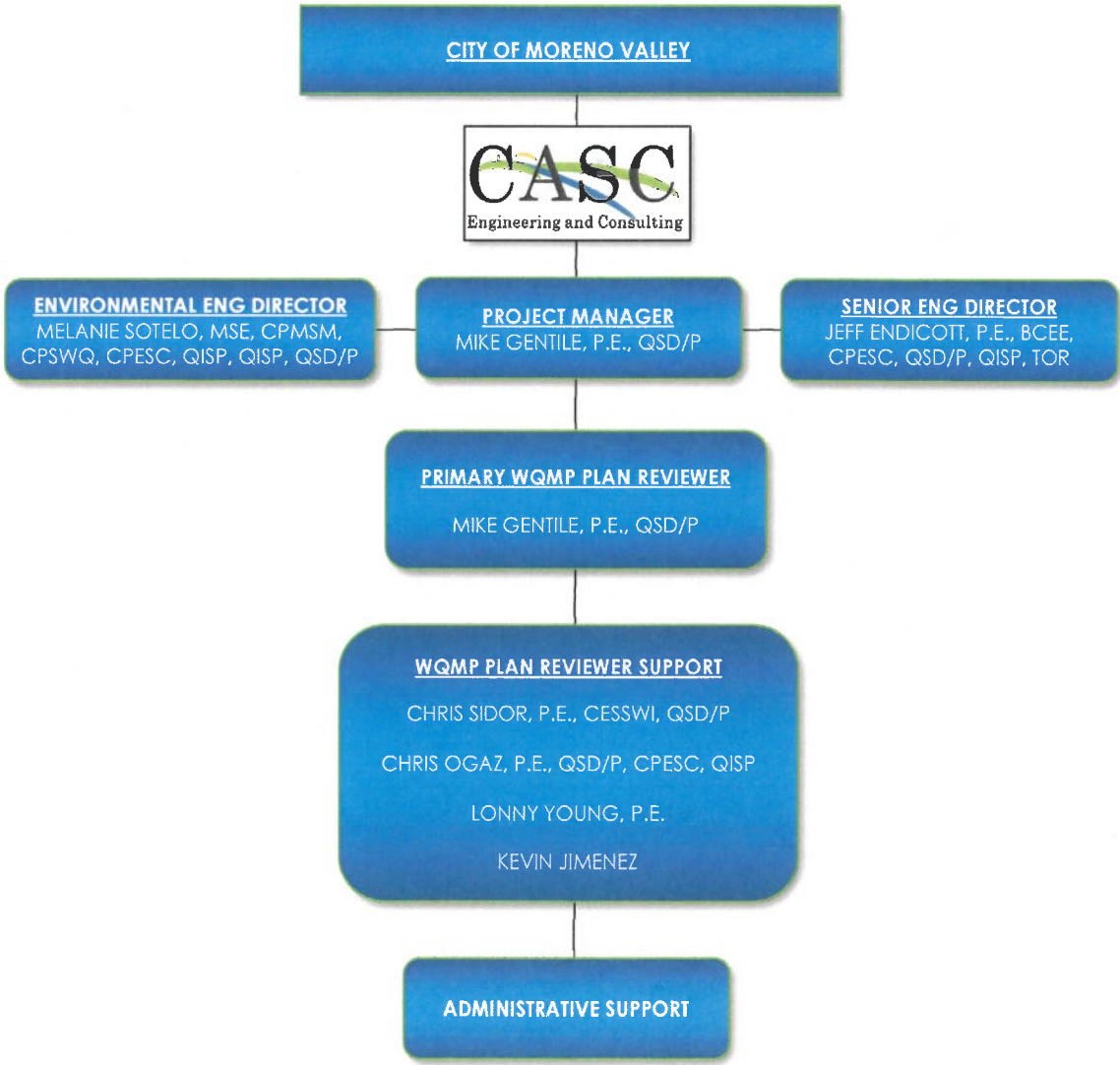
**ADMINISTRATION SUPPORT: Robin Ogaz.** Admin support personnel will provide any necessary clerical type duties (copying, scanning, etc.) as well as keeping providing and updated tracking log of the status of all plan reviews.



**SUMMARY OF KEY PERSONAL AND THEIR PRIMARY PROJECT ROLES**

CASC has the appropriate staff and the capacity to perform the anticipated work for this project and are pleased to present a highly experienced team of storm water and engineering professionals to provide plan checking of WQMPS and supporting reports (e.g. hydrology, geotechnical, etc.). The proposed team is particularly well-suited for this work given their extensive experience in the storm water industry and their current, on-going work performing similar review duties for many agencies in both Riverside and San Bernardino Counties.

The chart below presents the organization of the project team’s key personnel. The team is led by a Project Manager, Michael Gentile, that will serve as both the day-to-day administrative contact with the City and will be responsible for project organization, review assignments, and project execution. The Project Manager is supported by a deep bench of engineering and technical staff including CASC’s Engineering Directors Jeff Endicott and Melanie Sotelo.



Attachment: Agreement for Project Related Services - CASC (5787 : AUTHORIZATION TO AWARD AGREEMENTS FOR PROJECT RELATED



**MICHAEL GENTILE, P.E., QSD/P  
PROJECT MANAGER**

From his more than 30 years of experience in project management, project engineering, design, and production for a wide variety of civil engineering projects, Mr. Gentile has developed a deep understanding of stormwater permit requirements and regulations. He has used this knowledge to the benefit public sector clients by helping them achieve and maintain compliance with stormwater requirements, especially with respect to the permitting of land development projects. Mr. Gentile currently provides expert plan checking and peer review services for various public sector clients and provides Water Quality Management Plan (WQMP) training to Riverside County. His diverse project experience includes writing water quality management plans, drainage reports and master plans, and engineering water quality facilities, storm drains, roads and highways, water and sewer utilities, and land development.

**YEARS AT CASC — 5**

**EDUCATION:**

- BA / Physics / Carleton College / Northfield, MN

**PROFESSIONAL REGISTRATIONS/  
AFFILIATIONS:**

- Professional Civil Engineer California / No. 058953
- California Stormwater Quality Association Qualified SWPPP Developer and Qualified SWPPP Practitioner (QSD/P) Certification No. 01162

**RELEVANT EXPERIENCE**

**Water Quality Management Plan Review—Riverside County:** Mr. Gentile is the Project Manager for WQMP and hydraulic and hydrology review services for the Riverside County Transportation Department. The review program in Riverside County requires knowledge of stormwater permit requirements in three watersheds: Santa Ana River (Santa Ana Region 8), Santa Margarita River (San Diego Region 9), and Whitewater River (Colorado River Basin Region 7). Mr. Gentile’s detailed knowledge in all three permit regions, and his experience in designing and implementing stormwater BMPs has proven to be of great value in the coordination and cooperation with WQMP applicants and preparers by providing guidance in the implementation, feasibility and design of the LID BMPs to keep projects moving forward while ensuring compliance with permit requirements.

**Water Quality Management Plan (WQMP) Training, Riverside County:** As part of the CASC Water Quality training team, Mr. Gentile presented the County’s WQMP training for Riverside County and the public for the Santa Ana and Whitewater River watersheds. Recently he assisted in developing updated WQMP training for both watersheds. Training covered the regulatory framework of the MS4 Permit, determination and requirements for priority and non-priority development projects, selection of BMPs based on the hierarchy of LID BMP implementation, and design examples for selected LID BMPs.

**Peer Review of Riverside County Economic Development Agency (EDA) Projects:** Mr. Gentile has peer reviewed a number of proposed Riverside County EDA projects at the request of the agency. The peer reviews focus on compliance with the current stormwater permit, and provide EDA with guidance on future costs of ownership to maintain the proposed stormwater BMPs for the given projects. Where necessary, CASC has suggested alternative or modified BMPs to assist EDA in reducing project future ownership costs while staying in compliance with stormwater regulations.

**Water Quality Management Plan (WQMP) and Drainage Report Review-City of Highland:** As part of CASC’s plan check review team, Mr. Gentile has reviewed numerous WQMPs and Drainage Reports for the City of Highland. WQMP reviews are conducted to verify compliance with the Technical Guidance Document for Water Quality Management Plans for the County of San Bernardino Areawide Stormwater Program, and Drainage Report reviews are conducted to verify compliance with the

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**RESUME CONT. MICHAEL GENTILE**

County of San Bernardino Hydrology Manual. Mr. Gentile's detailed knowledge of stormwater, hydrology, and hydraulics, provides WQMP and Drainage Report preparers with detailed guidance so that their plans and reports can achieve compliance in fewer review cycles.

**Water Quality Management Plan (WQMP) Review—City of Moreno Valley:** As part of CASC's plan check review team, Mr. Gentile has reviewed numerous WQMPS for the City of Moreno Valley. WQMP reviews are conducted to verify compliance with the Water Quality Management Plan: A Guidance Document for the Santa Ana Region of Riverside County, and local requirements of the City of Moreno Valley. Mr. Gentile's detailed knowledge of stormwater, hydrology, and hydraulics, provides WQMP preparers with detailed guidance so that their plans and reports can achieve compliance in fewer review cycles.

**Plan Check Services for Planning and Land Development Program—City of Pomona:** Mr. Gentile is responsible for review of LID Plans and Standard Urban Stormwater Mitigation Plans (SUSMP) as part of land development application reviews for the Planning Department (initial reviews for entitlements), and Public Works Department (design reviews for grading permits). The reviews evaluate document completeness and compliance with the Los Angeles County MS4 Permit and the City of Pomona's LID Ordinance and Green Street Policy. Initial reviews include determination of project type and applicability of the MS4 Permit, while design reviews examine if the proposed development meets the standards and requirements established by the governing documents. Design reviews usually include review of the project drainage report and grading plans as they are integral to NPDES compliance. Additional services provided by Mr. Gentile under this program are drainage and hydrology reviews of transit and transportation agency expansion plans within the City of Pomona, such as the LA Metro Gold Line extension and Omnitrans Bus Rapid Transit project.

**NPDES Compliance Services - City of Temecula:** Mr. Gentile provides valuable assistance to the City of Temecula's implementation of their stormwater program. In addition to reviewing Water Quality Management Plans, Mr. Gentile has also prepared WQMPS for the City of Temecula for select public works projects to document the water quality benefit, and provided guidance on implementation of stormwater requirements for various projects (public and private) throughout the City.

**NPDES Compliance Services - City of Hesperia:** Mr. Gentile provides valuable assistance to the City of Hesperia's implementation of their stormwater program under the Phase II Permit. As part of this project, Mr. Gentile developed and presented a training seminar on WQMP requirements for City staff to help in clarifying the requirements of the Phase II permit and City flood control ordinances. He also prepared a supporting technical memorandum to provide guidance to the City in developing their implementation plan and procedures with respect to stormwater requirements for the permitting of land development projects.



CITY OF MORENO VALLEY  
PROFESSIONAL SERVICES FOR PLAN CHECK OF  
P-WQMPS AND F-WQMPS NO. 2022-049



**MELANIE SOTELO, CPMSM, CPSWQ, CPESC,  
QSD/P, QISP, TOR<sub>CGP</sub>**  
ENVIRONMENTAL ENGINEERING DIRECTOR

Ms. Sotelo has more than 20 years of professional experience including over 13 years in the specialized field of NPDES stormwater permit compliance. She possesses extensive knowledge of California’s NPDES Construction, Municipal (MS4), and Industrial permits and the Statewide Trash Amendments. She has worked extensively with the State Water Resources Control Board, the Santa Ana Regional Board, the Colorado River Regional Board, and the Los Angeles Regional Board. She has been a course instructor for classes related to the Construction General Permit, Riverside County Santa Ana River and Whitewater River watersheds’ NPDES MS4 Permits, and San Bernardino County’s NPDES MS4 Permit.

**RELEVANT EXPERIENCE**

**Riverside County Transportation Department NPDES Coordination and Stormwater Program Support Services:** CASC is currently under contract with County Transportation to provide Stormwater Program Management Assistance Services. Ms. Sotelo temporarily served as Transportation Department’s Interim NPDES Coordinator, provided training to the current NPDES Coordinator, and continues to provide NPDES support to staff on the implementation of County’s three NPDES MS4 Permits. Ms. Sotelo is currently attends Co-Permittee Technical Advisory Committee (TAC/DTF) meetings, and is involved in upcoming Permit and Trash Amendment negotiations.

**Water Quality Management Plan Review Services for the County of Riverside, City of Highland, City of Moreno Valley, City of Montclair and the City of Hemet:** CASC is currently under contract to provide Water Quality Management Plan (WQMP) Review Services and assistance to multiple agencies. Ms. Sotelo is responsible for the management, coordination and oversight of plan check reviews for Preliminary and Final WQMPs submitted to the City of Highland and the City of Moreno Valley, and provides WQMP review assistance to the City of Montclair and to the City of Hemet, as needed. She previously was Project Manager for WQMP reviews for the County of Riverside. Ms. Sotelo has conducted over a hundred reviews of both Preliminary and Final WQMPs submitted for approval under the guidelines of the California Stormwater Quality Association, the Santa Ana Regional Water Quality Control Board, and the San Diego Regional Water Quality Board.

**MS4 Permittee Staff Training for Riverside County Flood Control and Water Conservation District:** Ms. Sotelo has developed training content and has been a long time presenter at training classes for the District for the SAR, SMR and WWR Region watersheds. Trainings prepared and conducted on behalf of the Co-Permittees include municipal facilities, WQMP, construction site, and commercial/industrial facility training. These trainings require that Ms. Sotelo is well versed in all statewide general permits and the three Riverside County MS4 Permits.

**YEARS AT CASC—15**

**EDUCATION:**

- M.S. Engineering - Environmental, University of California, Riverside
- B.S. with Honors, Environmental Science, University of Phoenix

**PROFESSIONAL REGISTRATIONS/ AFFILIATIONS:**

- California Stormwater Quality Association – Board of Directors (2021-2022)
- International Erosion Control Association, Western Chapter (2018 - Present) – Director, President
- Certified Professional in Storm Water Quality (CPSWQ) No. 913
- Certified Professional in Erosion and Sediment Control (CPESC) No. 5693
- Certified Professional in Municipal Stormwater Management (CPMSM) No. 406
- California Stormwater Quality Association - Trainer of Record Construction General Permit
- California Stormwater Quality Association - Qualified SWPPP Developer and Qualified SWPPP Practitioner (QSD/P) Certification No. 225
- California Stormwater Quality Association - Qualified Industrial Stormwater Practitioner (QISP) Certification No. 685

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**JEFF ENDICOTT, PE, BCEE, CPESC, QISP,  
QSD/P, TOR<sub>CGP</sub>**  
SENIOR ENGINEERING DIRECTOR

Jeff Endicott has extensive environmental and civil engineering experience as a consultant and in the public sector. Water, as a resource and as a force in nature, has been a central element of Jeff’s work, with projects ranging from development of potable water supplies to prevention of environmental damage initiated by rainfall and runoff. Mr. Endicott draws upon his public sector and private sector experience to produce practicable solutions to complex environmental problems.

Mr. Endicott has long served in key roles on NPDES-related stormwater management projects: from Phase I, Part I applications in the early 1990’s to Phase II stormwater management programs today. His continuous involvement in the NPDES stormwater program since its beginnings in California has provided him with a comprehensive knowledge, understanding, and perspective that he applies when developing practical solutions for public and private entities.

In October of 2019, Jeff Endicott received the prestigious Leadership Award from the California Stormwater Quality Association in recognition of his outstanding leadership in CASQA and contribution to the Stormwater Quality Management profession.

**RELEVANT EXPERIENCE**

**Technical Guidance Document Development:** Mr. Endicott has served in prominent roles in the development of standard-setting guidance related to stormwater quality management:

- “California Stormwater Quality Best Management Practice Handbooks.” Jeff served as Project Manager for the development of the four-volume set of handbooks, and he was a key author of the “New Development – Redevelopment Handbook” and the key technical advisor on the “Construction Handbook.” The CASQA Handbook continues to be the “go to” source for many California communities when it comes to treatment control Best Management Practices design and maintenance.
- “Low Impact Development Manual for Southern California.” Jeff was a technical advisor for development of this manual. Jeff’s role was to make sure that the LID practices in the manual were appropriately adapted for implementation in Southern California.
- “Stormwater Quality Best Management Practice Design Handbook for Low Impact Development in the Whitewater River Region.” Jeff served as the technical director for the update of this manual to reflect the unique environmental conditions in the Coachella Valley area of Riverside County.

**YEARS AT CASC—17**

**EDUCATION:**

BS, Environmental Resources Engineering, Humboldt State University, California

**PROFESSIONAL REGISTRATIONS:**

- Professional Civil Engineer
  - California, #040658
  - Nevada, #013503
  - North Dakota, PE-8749
- Board Certified Environmental Engineer #04-20040
- Certified Professional in Erosion and Sediment Control (CPESC) #5414
- Qualified SWPPP Developer (QSD) #00004
- California Stormwater Quality Association Approved Construction General Permit Trainer-of-Record

**PROFESSIONAL AFFILIATIONS:**

- California Stormwater Quality Association
  - Director: 2003-2009, 2012-2017
  - Executive Program Coordinator 2004, 2005
  - Secretary of the Corporation 2003, 2007
- International Erosion Control Association - Western Chapter
  - Director: 2014-2019; President 2016-2019.
- American Public Works Association - Inland Empire Branch
  - Director: 2014-2016
  - President: 2019
- American Society of Civil Engineers - San Bernardino and Riverside Counties Branch
  - President: 1993-1994
- Inland Empire Council of Engineers and Scientists
  - President: 1995 - 1996

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**RESUME CONT. JEFF ENDICOTT**

**WQMP/SUMP Review and Plan Check Services:** Mr. Endicott has directed CASC’s WQMP/SUSMP Review and Plan Check Services Team since 2004. During this time, the team has plan checked many hundreds of WQMP/SUSMP submittals on projects including master planned communities of over 1,600 acres, major warehouse facilities, big-box store retail centers, small commercial centers, single and multi-family residential developments, public works projects, utility projects, and more. His experience includes WQMP/SUSMP Plan Checking for the following agencies:

Riverside County Agencies		San Bernardino County Agencies	
County of Riverside, TLMA	County of Riverside, EDA	City of Highland	City of Montclair
City of Moreno Valley	City of Hemet	City of Redlands	City of Colton
City of Temecula	City of Perris	City of San Bernardino	
City of Banning			

Jeff assists agencies determine the appropriate set of BMPs, including Treatment Control BMPs (TCBMPs), to allow in WQMPs/SUSMPs within their jurisdiction by clearly identifying the benefits and constraints of various BMPs. He works with agencies to develop design standards. He advises agencies during meetings with developers and their WQMP/SUSMP preparers, and advises agencies on emerging WQMP/SUSMP and BMP issues. For agency projects, Jeff provides peer review services whereby he advises the agency regarding the near- and long-term implications associated with their selection of LID BMPs.

**Treatment and Hydromodification Control BMP Evaluation and Inspection Services:** Mr. Endicott directs the firm’s team that provides services to validate the appropriate design, specifications, and implementation of Low storm water Best Management Practices (BMPs): his extensive and relevant experience is demonstrated by the following projects:

- **City of Fremont:** Facing stringent requirements for discharges into San Francisco Bay, the City of Fremont staff elected to develop their own TCBMP for use in dense urban areas of the City. Throughout design, Mr. Endicott was retained to provide peer review of the City’s “Treewell Filter”, a hybrid bioretention system. After construction of two full-scale Treewell Filters, the City retained Jeff to conduct flow simulation testing to validate the as-built capacity of the TCBMPs. Subsequently, the San Francisco Estuary Institute engaged Mr. Endicott to conduct a peer review of the Institute’s evaluation of the water quality performance of the Treewell Filters.
- **County of San Bernardino:** Mr. Endicott’s technical expertise was utilized to establish the County’s current TCBMP inspection milestones, milestones that represent critical steps in TCBMP implementation.
- **City of Highland:** The City of Highland experienced problems with a Sand Filter TCBMP at its new police station, and the City called on Jeff for assistance. He quickly assessed the problem and provided recommendations for its resolution, assisting the City in getting the TCBMP online before the ribbon cutting ceremony at the facility.
- **City of Moreno Valley:** When a major builder and the City of Moreno Valley could not agree on the adequacy of the Nason Basin as a TCBMP, Mr. Endicott was retained to evaluate the constructed basin. Mr. Endicott made recommendations to retrofit the basin so that it could meet design standards without completely reworking the basin. The basin was then accepted by the City.

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**CHRIS SIDOR, P.E., CESSWI, QSP, sUAS  
PROJECT ENGINEER**

Mr. Sidor has been utilized in a variety of field support roles for the past 6 years with CASC. From BMP monitoring station installations, to landfill operations, to AutoCAD support in the office, his ability to take on new and challenging tasks in support of the program managers is a valuable asset to the team.

**RELEVANT EXPERIENCE**

**Environmental Plan Reviews – Multiple Locations, Southern CA:** Mr. Sidor provides professional reviews of environmental plans for numerous cities and counties throughout southern California for compliance with the NPDES Permit. The review process includes checking soils reports, basin and BMP design calculations and placement, watershed information, downstream TMDL’s, and compliance with agency requirements. Mr. Sidor has become familiar with reviewing stormwater mitigation plans including reviews of SUSMPs/WQMPS, Low Impact Development (LID) Requirements, Green Street Standards, SWPPPs, Erosion and Sediment Control Plans, and other pertaining documents. Mr. Sidor reviews these plans on a regular basis and has become familiar with numerous county and watershed requirements/standards.

**WQMP Services - Multiple Locations, Southern CA:** Mr. Sidor has been developing WQMPS and providing recommendations to Cities and Counties for effective selection and placement of structural BMPs. Mr. Sidor’s responsibilities include reviewing all relevant information, which can include soil reports, watershed and county requirements, geological information, downstream TMDL’s, to determine the best way to manage stormwater. After determining which BMPs to implement on Site, and if structural BMPs are deemed necessary, Mr. Sidor will design these BMPs to effectively capture the stormwater per the NPDES and cities/county requirements.

**Aerial Site Observations for Construction Support, Brasada, San Dimas, CA:** Mr. Sidor is the Pilot in Command involved in the aerial reconnaissance of an in-progress housing tract project located in the foothills of San Dimas. Mr. Sidor performs bi-weekly flights capturing the progress of the project and providing the clients with a high-resolution video, then using photogrammetric techniques to create an orthophoto to overlay on grading maps. Mr. Sidor ensures that the equipment functions properly before and after each flight and performs a pre-flight inspection the night before and morning of before heading out to the field.

**D.R. Horton- Multiple Locations:** Mr. Sidor is involved in most of the D.R. Horton SWPPPs and serves as a back up on any on-site inspections to make sure the construction sites are in compliance with the Construction General Permit. Mr. Sidor’s responsibilities include creating site maps that highlight BMP placement to keep the jobsite in compliance as well as update/create the SWPPP report as necessary. When doing the site inspections Mr. Sidor is required to keep a detailed photo log of the site visit. Mr. Sidor then meets with the construction site manager to go over his findings and make any recommendations to keep the site in compliance with the General Construction Permit.

**YEARS AT CASC—6**

**EDUCATION:**  
B.S./Civil Engineering / Arizona State University

**PROFESSIONAL REGISTRATION/  
AFFILIATIONS**

- Professional Engineer (California, #90500)
- Professional Engineer (Arizona, #71611)
- sUAS Remote Pilot (California, #4030250)
- Certified Erosion, Sediment and Storm Water Inspector (CESSWI)
- California Stormwater Quality Association - Qualified SWPPP Practitioner (QSP) Certification
- 40 Hr HAZWOPER

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**CHRIS OGAZ, P.E., CPESC, QSD/P  
PROJECT ENGINEER**

Mr. Ogaz has more than 14 years of professional related experience in a variety of duties including preparation and plan checking of water quality management plans, post construction BMP Inspection services, QSP inspection services, water quality monitoring, and stormwater sampling, storm water pollution prevention plans as a QSD, industrial/commercial environmental inspections, and water quality assessment reports. He has also prepared drawings in Civil Design for grading, street, utility, and storm drain plans.

**RELEVANT EXPERIENCE**

**Water Quality Management Plans:** Mr. Ogaz provides WQMP plan checking for the cities of Montclair and Highland, and for Riverside County projects located in the Whitewater River watershed. He has also actively assisted in the preparation of Water Quality Management Plans (WQMPs) for private development projects in the Cities of Moreno Valley, Redlands, Yucaipa, Rancho Cucamonga and Rialto. He is also proficient in the creation of WQMP Site Plans which identify the flow patterns as well as impervious areas and areas in need of treatment and source control BMPs and which BMPs will be used.

**Riverside County Whitewater River Region Low Impact Design BMP Design Handbook:** Mr. Ogaz helped to re-write the LID BMP Design Handbook currently being used for Whitewater River Region of Riverside County. Mr. Ogaz was tasked to update the BMPs in the handbook to reflect local requirements and designs for LID BMPs in arid conditions and areas.

**San Bernardino County Post Construction BMP Inspections:** Mr. Ogaz has inspected several sites Post Construction BMP installations for the County of San Bernardino including AVH Industrial Site located at 1012 Slover Avenue in Bloomington and Magellan Industrial Site located at 1400 E Victoria Avenue in San Bernardino. Mr. Ogaz scheduled and conducted the field inspections and made field observations of Post Construction BMPs identified in the WQMP and being installed at the project site. Mr. Ogaz then performed field inspections for the major installation checkpoints of all the Post Construction BMP installations and ensured that all Post Construction BMPs and WQMP features had been constructed in substantial conformance with the approved WQMP and the WQMP guidance.

**City of Carlsbad Treatment Control BMP Inspections:** Mr. Ogaz has inspected over 100 high priority sites Treatment Control BMP installations for the City of Carlsbad. Mr. Ogaz scheduled and conducted the field inspections and made field observations of Treatment Control BMPs identified in the WQMP of the project site. Mr. Ogaz assessed the Treatment Control BMPs for signs of recent maintenance, the need for future maintenance or damage to the BMP. Mr. Ogaz wrote up an inspection report and took photos of each Treatment Control BMP.

**YEARS AT CASC — 14**

**EDUCATION:**

- BS / Civil Engineering, Geospatial Option / California State Polytechnic University, Pomona

**PROFESSIONAL REGISTRATIONS/AFFILIATIONS:**

- Professional Civil Engineer No. 85473
- Certified Professional in Erosion and Sediment Control (CPESC) No. 6693
- California Stormwater Quality Association Qualified SWPPP Developer and Qualified SWPPP Practitioner (QSD/P) Certification No. 22295
- California Stormwater Quality Association Qualified Industrial Storm Water Practitioner (QISP)

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**LONNY L. YOUNG, P.E.**  
**SENIOR ENGINEER**

Mr. Young has over 35 years of civil engineering and environmental regulatory experience and has recently come out of retirement after a career with the City of

Riverside Public Works Department, the City of Redlands Municipal Utilities Department and private engineering firms in the Inland Empire. Mr. Young is a registered Civil Engineer who has practiced in all aspects engineering, storm drain/flood control, wastewater, water, and land development. He has Public Agency experience including project planning, project design, land development review, design plan checking, interagency liaison, environmental permitting, construction management services.

Mr. Young brings his vast experience to CASC, supporting our Engineering and Water Quality Services Teams in a variety of capacities including planning/entitlements, flood control design, hydrology/hydraulics, plan checking, and construction support.

**RELEVANT EXPERIENCE:**

**City of Redlands Municipal Utilities Department, Redlands, CA:** Mr. Young served as a Senior Engineer. He supervised the development of PS&E for water distribution and transmission water mains, sewer collection system replacement and rehabilitation, non-potable and recycled water distribution and transmission mains and water wells. Mr. Young oversaw the review of land development projects, establishing conditions of development and preparation of project related development impact fees for sewer, water, and solid waste. Development review responsibilities included: staff member of Development Review Committee (DRC) and Environmental Review Committee (ERC) as needed, and coordination with the City Planning Department and City Planning commission.

**City of Riverside Public Works Department, Riverside, CA:** Mr. Young served as a Principal Engineer. He supervised the development of construction plans, specifications and estimates (PS&E) for sewer main capacity improvements, sewer main rehabilitation, sewer main replacement and storm drain improvements. Job responsibilities include supervision, training and evaluation of engineering staff, preparation of capital improvement budgets for waste-water collection system and storm water system, review of sewage overflow emergency response plans. Work included review of sewer and storm drain improvement plans for land development projects. Supervised the development of PS&E for wastewater and storm water pump stations. Responsibility for various emergency repair work involving sewer, storm drain and road repairs caused by severe storm damage or material failure.

**City of Rialto Public Works Department, Rialto, CA:** Mr. Young managed the preparation of plans and specifications for various projects, which included ADA compliant access at various City facilities, manage the following projects: a new fire station design, bidding, and construction; Community center ADA compliance improvements, and tenant improvements; provided engineering support for various grant applications; plans and specifications for Cactus Avenue Trail improvement project. Prepared conceptual design documents for various sewer main replacement projects. Prepared final plans and specifications for the replacement / rehabilitation of water transmission main in Baseline Road, at Riverside Avenue.

**YEARS AT CASC — 1**

**EDUCATION:**

- B.S./Civil Engineering/University of Pacific/1981

**PROFESSIONAL REGISTRATIONS/ AFFILIATIONS:**

- Professional Engineer/California/

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**KEVIN JIMENEZ**  
DESIGN ENGINEER

YEARS AT CASC—1

**EDUCATION:**

- B.S. Engineering - Mechanical, University of California, Riverside

Mr. Jimenez has been utilized in a variety of design engineering support roles for the past year at CASC. From in-field BMP monitoring, to AutoCAD support in the office, and implementing the Construction General Permit, to land development plan and report reviews, Mr. jimenez utilizes his engineering knowledge and skills to take on new and challenging tasks.

**RELEVANT EXPERIENCE**

**Water Quality Management Plan (WQMP) Reviews —City of Moreno Valley:** As part of CASC’s plan check review team, Mr. Jimenez has reviewed several WQMPs for the City of Moreno Valley. WQMP reviews are conducted to verify compliance with the Water Quality Management Plan: A Guidance Document for the Santa Ana Region of Riverside County, and local requirements of the City of Moreno Valley. Mr. Jimenez is responsible to conduct timely review to verify compliance of the document and BMP designs. Upon completion of his review, Mr. Jimenez meets with the Project or Senior Engineers to coordinate the findings of the WQMP review prior to returning comments back to the City.

**WQMP Services - Multiple Locations, Southern CA:** Mr. Jimenez has been assisting with the development of WQMPs and related design details for effective selection and placement of structural BMPs under the direction of the Project or Senior Engineer. Mr. Jimenez’s responsibilities include reviewing all relevant information, which can include soil reports, watershed and county requirements, geological information, downstream TMDL’s, and then providing recommendations to the Senior Engineer to determine the best way to manage the project’s stormwater discharges. After determining which BMPs to implement, Mr. Jimenez assists with the design of these BMPs to effectively capture stormwater per the NPDES and cities/county requirements.

**Stormwater Quality Field and Office Support, Caltrans District 7:** Mr. Jimenez is a field team and office support member for the TMDL monitoring project. His duties include operating and maintaining Austin Sand Filter Best Management Practices (BMPs), collecting field measurements, obtaining grab samples, photographic evidence and downloading automated equipment readings of stormwater influent and effluent. Mr. Jimenez is also responsible for the preparation of Post Storm Technical Memorandum for the storm event, which involves the preparation of both hydrographs and hyetographs.

**NPDES Services for Southern California Edison, Southern California:** Serving as part of CASC’s Water Quality Team for SCE, Mr. Jimenez has been responsible for the completion of tasks related to a variety of storm water services involving both traditional and linear utility type projects. These services include the preparation of traditional and linear SWPPPs, preparing change of information (COIs) and amendments under the direction of a QSD, and obtaining construction photos as required by the Construction General Permit. Mr. Jimenez also conducts construction inspections on utility projects for both SWPPP projects, and projects that are less than 1 acre in size.

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**ROBIN TAPIA**  
PROJECT COORDINATOR/CLERICAL

Ms. Tapia has more than 10 years of professional administrative experience, primarily working in the engineering and environmental services field.

YEARS AT CASC—7

EDUCATION:  
Coursework, Riverside Community  
College District

**RELEVANT EXPERIENCE**

**Plan Check Coordination:** Ms. Tapia coordinates activities for our WQMP review, hydrology report review, and plan check services. She coordinates document intake and return, both digital and physical, and is responsible for managing correct documentation of review status.

**Stormwater Quality Field and Office Support, Caltrans District 7:** Ms. Tapia is a field team and office support member for the GSRD and TMDL monitoring projects. Her duties have included collecting field measurements, grab samples, photographic evidence and recorded automated equipment readings of stormwater run-off. She reviews Chain of Custody information and delivers stormwater samples to the laboratories. She also coordinates staff activities in preparation for monitoring: scheduling all rental vehicles and equipment, obtaining sampling equipment, and assembling paperwork.

**Stormwater Administrative Services, Caltrans, Los Angeles, Ventura, San Bernardino, and Riverside Counties:** Ms. Tapia was CASC’s administration specialist for this \$8 million on-call technical and professional stormwater services contract. In this capacity, Ms. Tapia assembled the draft and final reports for the QAPP and End of Season Tech Memos, prepared archival CDs, coordinated with subconsultants, and assisted the Contract Administrator.

**ASBS Special Protections Monitoring, Caltrans, Malibu:** Ms. Tapia was an office and field team member for the ASBS Study 24 Point Mugu to Latigo Point. She assisted with preparing training manuals and obtaining sampling equipment prior to each monitoring season. Ms. Tapia also assisted with the project Quality Assurance Project Plan (QAPP).

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## 5. RESPONSE TEMPLATE

**Attachment A: Required Response Template**  
**CASC Engineering and Consulting, Inc.**

(Bidder's Company Name)

**Instructions:**

Prospective proposers must provide the information requested below and include it in their proposal. City has provided the form as a separate Word document for bidder's use. Use this form or copy and paste it into your own document; in either case, please provide your responses under each of the number points. Do not omit or renumber any sections. Refer to attached documents sparingly and only as necessary; and ensure that any documents referred to are numbered according to the outline below.

**I. Company Information: Name, Contacts, History, Scope of Services**

Please provide the following information about your company:

- A. Your company's full legal name, address, phone, fax, email, website.  
**CASC Engineering and Consulting, Inc., 1470 E. Cooley Drive, Colton, 92324,  
 (909)783-0101 Ext: 1600, [msotelo@cascinc.com](mailto:msotelo@cascinc.com), [www.cascinc.com](http://www.cascinc.com)**
- B. Prior company names (if any) and years in business; mergers, buyouts, etc.  
**AEI-CASC Engineering, Inc. (20 years)**
- C. Organizational structure (i.e. corp., LLC, sole proprietorship, etc.).  
**S- Corporation**
- D. Names and titles of the principal owner(s).  
**Rick Sidor, Principal/Owner**
- E. Person(s) authorized to make commitments for your company.  
**Rick Sidor, Principal / Michelle E. Furlong, Treasurer/Secretary**
- F. Company history, experience, years in business for current company name.  
**CASC was established in 1993 and has been providing professional consulting services to a variety of industry sectors for 29 years.**  
**See Section 2: Supplemental Company information for a detailed company overview.**
- G. Annual company revenues for the last three fiscal years.  
**2019 - \$ 7,860,232    2020 - \$7,669,284    2021 - \$ 9,489,077**
- H. Tax ID number.  
**33-0684667**
- I. The complete scope of services offered by your company.  
**CASC is a full-service consulting firm. CASC's diverse services include: Field and Office Surveying, Land Planning and Entitlement, Drainage and Flood Control Engineering, Landscape Architecture, and Water Quality and Environmental Services**



J. The number of clients (including governmental) served in past and present.  
In the 29 years of business, CASC has served an estimated 900-1000 clients.

K. Special qualifications, training, credentials, recognition, or awards.  
All of CASC’s key team members, with the exception of administrative support, hold either an engineering-related degree or a Professional Engineering License. Additionally, all key members, and several support members, also hold one or more industry-relevant professional registrations and/or certifications. These degrees, registrations, and certifications provide the City of Moreno Valley with third-party verification of each team member’s knowledge, skills, and abilities relative to the proposed scope of services. CASC is proud to offer the City a team with:

- 6 Registered Professional Civil Engineers
- 1 Certified Professional in Storm Water Quality (CPSWQ)
- 1 Certified Professional Municipal Storm Water Program Manager (CPMSM)
- 3 Certified Professionals in Erosion and Sediment Control (CPESC)
- 1 Certified Erosion, Sediment, and Storm Water Inspectors (CESSWI)
- 6 Qualified SWPPP Developers (QSD)
- 6 Qualified SWPPP Practitioners (QSP)

In September 2018, CASC’s headquarters building received a prestigious Outstanding BMP Implementation Award from the California Stormwater Quality Association (CASQA). CASC is especially proud of this award because all the BMPs at its headquarters site were conceived, planned, designed, constructed, and maintained by CASC staff.

In 2019, Jeff Endicott Received the Prestigious Leadership Award from the California Stormwater Quality Association, an award given to only 8 other individuals.

All CASC Team members hold California Driver’s Licenses in good standing.  
*See Section 3. Professional Team Assignments* for additional information.

L. Contracts terminated for cause, pending litigation or legal issues.  
CASC has no ongoing, pending, or threatened litigation, no open settlements, and has never received a notice of termination for default.

**II. Resources: Staffing, Facilities, Equipment**

Provide the following information relative to required services:

A. Names and titles of key management personnel. If proposer is selected, no change in key management personnel shall be made without written request by Consultant and approval by City.

- **Melanie Sotelo, MSE – Environmental Engineering Director**
  - Project Role: Provide NPDES regulatory and technical guidance
- **Jeff Endicott, PE – Senior Engineering Director**
  - Project Role: Provide civil engineering and technical QA/QC
- **Michael Gentile, PE – Project Manager**
  - Project Role: Project Manager/WQMP Primary Reviewer

B. Team to be assigned for these services.

In addition to the key management personnel listed above, the CASC Team includes the following individuals listed by Name, Company Title, and Project Role:

- Chris Sidor, PE, CESSWI, QSD/P, Project Engineer
  - Review Support
- Chris Ogaz, PE, CPESC, QSD/P, Project Engineer
  - Review Support
- Lonny Young, PE, Senior Engineer
  - Review Support
- Kevin Jimenez, Design Engineer
  - Review Support
- Robin Ogaz, Project Analyst
  - Administrative Support

See Section 3. Professional Team Assignments for the Organization Chart.

C. Qualifications of specific individuals who will work on the project.

The qualifications of the CASC Team members proposed for this project are contained in *Section 3. Professional Team Assignments* of this proposal.

D. Amount of time and involvement of key personnel who will be involved in respective portions of the project.

- *Jeff Endicott, PE, BCEE, CPESC – 5%*
- *Melanie Sotelo, MSE, CPMSM, CPSWQ, CPESC – 5%*
- Michael Gentile, PE, QSD/P – 60%
- Chris Sidor, PE, CESSWI, QSD/P – 10%
- Chris Ogaz, PE, CPESC, QSD/P – 10%
- Lonny Young, PE – 15%
- Kevin Jimenez – 15%
- Robin Ogaz, Admin – 10%

E. Resumes of all team members; provide only names and titles only; attach current resumes to proposal.

- *Jeff Endicott – Senior Engineering Director*
- *Melanie Sotelo – Environmental Engineering Director*
- Michael Gentile – Project Manager
- Chris Sidor – Project Engineer

- Chris Ogaz – Project Engineer
  - Lonny Young – Senior Engineer
  - Kevin Jimenez – Design Engineer
  - Robin Ogaz, Project Analyst
- F. Current number of employees: full-time and part-time employees.  
**52 Full Time / 9 Part Time**
- G. Annual turnover rate of staff.  
**8%**
- H. Names and details of any subconsultants you propose to use for our contract. If proposer is selected, no change in subconsultants shall be made without written request by Consultant and approval by City.  
**None.**
- I. Facilities that would be utilized to perform the required work.  
**Work on the project would be performed from the CASC Office located in nearby Colton.**
- J. Equipment that would be utilized to perform the required work.  
**The equipment needed to perform the required services is minimal and is limited to office equipment (computers, phones, scanners, etc.) and related software (Bluebeam, Adobe, etc.).**
- III. **Required Services: Meeting or Bettering these Requirements**  
Provide the following information relative to required services:
- A. Ability to perform specific tasks as outlined in the RFP.  
**CASC’s ability to perform the required services is established in that the firm is already providing similar services for several counties and cities, including Riverside County Transportation Department and the City of Moreno Valley—all entities subject to the same MS4 Permit and WQMP Guidance Document. Furthermore, all CASC Directors and Reviewers hold either relevant professional registrations and/or engineering-related degrees, or certifications that provide third-party testament to the knowledge, skills, and abilities of CASC review team.**  
***See Section 5. Response Template where in Section V CASC describes the Work Plan fulfilling the scope of services***
- B. Reasonableness of your fee to do the work.  
**CASC evaluates its standard rates every year to verify that the rates are competitive, support the retention and recruitment of highly qualified staff, and are reflective of the economic conditions in the areas where CASC provides services. Then, on a project-by-project basis, CASC breaks down the work and services to be provided based on the Scope, and then estimates the level of staff and estimated hours to perform the work to create a Work Breakdown Structure (WBS). CASC then applies its standard rates to the WBS to calculate the estimated fee for the project.**

Based on CASCs' approach to developing its fee, the firm believes its fee is reasonable for the work to be performed.

Several CASC Team members have worked on both sides of the table for securing consultant services and can appreciate the budgeting process from the perspective of the City. CASC is open, and looks forward to, an opportunity to meet with the City to fine-tune the scope of services, WBS, and fee to achieve mutually acceptable terms

- C. Current resources to meet or better all task and timeline requirements herein.
- CASC has reviewed the past budgets for the work and has determined that the total services are equivalent to approximately 1 Person Year per Year. The CASC Team includes 8 engineering/review staff, all working part-time on the project. With this level of resources, CASC can meet all timelines, and if timelines need to be accelerated, CASC can meet the accelerated schedules by slightly increasing the time commitment of staff already proposed as part of CASC Team.**
- D. Additional resources that might be needed to meet or better all task and timeline requirements of this request.
- CASC has proposed a team with sufficient resources to meet all task and timeline requirements. If additional tasks are assigned and/or schedules are accelerated, CASC will meet the demand by increasing the time commitment of staff already proposed as part of the CASC Team. See the response to III.C, above.**
- E. How quickly could you provide additional, extra trained staff if requested by City for additional work beyond the original scope of services?
- CASC's Water Quality Services Division has 14 additional trained and qualified staff that can be assigned to the project starting in a matter of hours from the identification of the need for supplement staff resources and ramping up to meet requirements.**
- F. How quickly can you begin providing services if awarded the contract?
- CASC will monitor the contract approval process and will be prepared to start services immediately from receipt of the contract and the notice to proceed. This immediate timeline is based on the fact that CASC is currently providing WQMP review services for the City.**
- G. Details of any improvement or upgrades your firm has designed or implemented.
- In September 2018, CASC's headquarters building received a prestigious Outstanding BMP Implementation Award from the California Stormwater Quality Association (CASQA). CASC is especially proud of this award because all the BMPs at its headquarters site were conceived, planned, designed, constructed, and maintained by CASC staff.**
- CASC has implemented the use of One drive and Bluebeam to become fluent in the digital file transfers and digital review for all land development related submittals. Additionally, CASC has been assisting our clients to migrate towards using electronic data collection as part of their MS4 program, including conversion of paper construction and commercial/industrial inspection forms to digital forms based on Esri's Collector and Survey 1-2-3 tools. The digital inspection forms

provide for more efficient documentation, organization, analysis, and reporting of program accomplishments.

**IV. Demonstrated and Technical Experience**

Please describe your company's:

A. Demonstrated record of success on work previously performed.

**CASC continues to provide similar NPDES related review and WQMP training services to many agencies. The demonstration of success comes from the continued and long-term relationships CASC shares with many agencies. Example agencies include:**

- **City of Highland – Providing NPDES related services since 2005.**
- **City of Moreno Valley – Providing NPDES reviews since 2006.**
- **City of Montclair – Providing NPDES related services since 2005.**
- **City of Hemet – Providing NPDES related services since 2013.**
- **Riverside County Transportation Department – Providing NPDES related review services since 2013.**
- **Riverside County Flood Control and Water Conservation District – Providing NPDES related training since 2007**

B. Specific method and techniques to be employed on the project or problem.

**TECHNOLOGY**

**CASC's experience in providing NPDES WQMP review services to many agencies in Riverside and San Bernardino Counties has provided CASC with a deep understanding of the need for our team to be developer-friendly when supporting the City. This extensive understanding and our experience provide the ability to implement communications and practices that work to support development timelines and communications that are important to the City and its residents.**

**QUALITY ASSURANCE / QUALITY CONTROL PROGRAM**

**CASC understands that a key to a successful outcome and long-term sustainability is the implementation of a strong Quality Assurance / Quality Control (QA/QC) program. CASC will specifically implement QA/QC processes throughout the review process to increase overall project success. Further, CASC will continue to provide professional development opportunities to all staff, allowing them to keep up with incoming regional permit changes, current regulations, policies and technologies, while promoting quality assurance on the Project**

**V. Work Plan**

Taking all circumstances, current conditions, and required preparations into consideration, describe in detail, your proposed work plan for delivering the services required by this RFP, including, but not limited to;

A. How you will schedule professional and staff to ensure milestones and deadlines are met?

**Based on the correlation of the review service turnaround time and CASC's resource availability, time is allocated to the appropriate resources. Review**

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timelines have been established in consideration of City deadlines.

See Section 5 Work Plan - Task No. 1 for more information

- B. Provide required response time to the urgent service requests.  
**CASC has experience in balancing project demands against timelines related to WQMP and land development reviews, making CASC's team experienced in responding to urgent requests. When an urgent request is received, the Project Manager will verify the project's status, any previous reviews, and the expedited review timeframe, and will coordinate with the team to evaluate and identify additional staff resources needed to complete the project request See Section 5 Work Plan for more information.**
- C. How you will make up for work-hours lost (and resulting backlog that may occur) due to various unforeseen situations that may prohibit work on a specific day. In order to reduce the amount of time that certain staff may not be available, **CASC proposes a minimum of four support reviewer team members to assist with completing tasks and backlog. Additionally, both Engineering Directors have experience in WQMP reviews, and will provide additional review support as needed. This support coverage reduces opportunities for review support to be unavailable.**  
**See Section 5 Work Plan or more information**
- D. Provide any other relevant information that you believe would benefit City for the requested services.  
**CASC understands the proposed Scope of Services and has prepared a General Project Approach with services to be performed by a highly qualified team. CASC believes that with the upcoming regional MS4 Permit, that the City will need a strong and up-to-date team to provide review services, and CASC is that team.**  
**See Section 5 for more information.**

**Submitted by:**

Company Name **CASC Engineering and Consulting, Inc.**

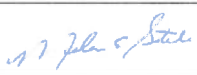
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Contact Name **Melanie Sotelo, MSE**

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Title **Environmental Engineering Director**

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Signature 

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Email **msotelo@cascinc.com**

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Phone **909-835-0313**

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Date **3/29/2022**

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Attachment: Agreement for Project Related Services - CASC (5787 : AUTHORIZATION TO AWARD AGREEMENTS FOR PROJECT RELATED

## SECTION 5. WORKPLAN

### GENERAL APPROACH

CASC has reviewed the Scope of Services included in the Request for Proposal and finds that the scope sufficiently describes the services required for continued implementation of the City's WQMP review program and consulting services. CASC is thoroughly familiar with this scope as it is in general conformance with the current scope governing the WQMP plan check and program implementation assistance services the firm presently provides to the City.

### SCOPE OF SERVICES

CASC shall review Water Quality Management Plans (WQMP) associated with new and significant redevelopment projects to verify compliance with the current *Water Quality Management Plan—A Guidance Document for the Santa Ana Region of Riverside County*, dated October 22, 2012 (Guidance). CASC shall recommend approval of WQMPS to the City of Moreno Valley upon determination that WQMPS comply with the requirements of the Guidance document and city requirements. The following is a summary of the Scope of services:

- ⇒ **Transfer:** Transfer of Preliminary and Final WQMP submittals, from the City to CASC, from CASC to the City of Moreno Valley shall be performed through the City's ACP platform.
- ⇒ **Tracking Log:** Maintenance of an Excel spreadsheet log for all Preliminary and Final WQMP reviews. The log, containing all relevant WQMP information, shall be submitted to the City of Moreno Valley, on a weekly basis, on Friday, or the last business day of the week.
- ⇒ **Review:** Review Preliminary and Final WQMPS for proposed development projects for compliance with the procedure and requirements of the current WQMP Guidance, Riverside County LID BMP Handbook, Exhibit A's infiltration testing methodology, and policies of the City of Moreno Valley. The Final WQMP review process shall include the review of the project Conditions of Approval and compliance with the approved Preliminary WQMP.
- ⇒ **Notification:** Utilize the ACP upon review completion and approval of the Preliminary and Final WQMP for notifications to the City.
- ⇒ **Meetings/Teleconference:** Attend meeting or teleconference to review Preliminary and Final WQMPS as requested by the City of Moreno Valley.

### PLAN REVIEW APPROACH

CASC has identified no review process issues associated with the above scope of services and will utilize the following approach in fulfilling the WQMP review scope of services for the City of Moreno Valley.

### PRELIMINARY AND FINAL WQMP REVIEW

- ⇒ **Water Quality Plan Checking:** Includes checking a WQMP for compliance with the WQMP Guidance, County's LID BMP Design Handbook, and City preferences. Plan checking will consist of reviewing the WQMP submittal and comparing the submittal to requirements set forth in the WQMP Guidance Document, City preferences, and customary practices. The Water Quality Plan Checker will be available for teleconferences and meetings with developers, at the request of the City.
- ⇒ **Day-to-day management** of the project will be the responsibility of the Project Manager, with management oversight and technical direction coming from the Environmental Engineering Director. Both the Project Manager and the Environmental Engineering Director may serve as key points of contact with the City, and are available via phone, cell phone, or email. However, the Project Manager will be the primary point of contact for the City.



### QUALITY CONTROL MEASURES

The City's WQMP program for new development and significant re-development projects is a key part of the City's efforts to comply with its MS4 NPDES permit. CASC will assist the City of Moreno Valley continue to maintain a compliant WQMP program through the following actions:

- ⇒ Monitoring potential future MS4 Permit requirements
- ⇒ Monitoring BMP effectiveness studies. Research regarding the effectiveness of BMPs continues to be updated, and a concerted effort is required to sift the facts from the fiction.
- ⇒ Monitoring BMP design guidelines published by the California Stormwater Quality Association.

CASC will monitor the permits, WQMP Guidance, BMP Design Handbooks, and BMP effectiveness studies. When changes are detected that appear to be relevant to the City's WQMP program, CASC will advise the City as to the changes and potential corrective actions. CASC understands that quality control applied during the plan checking process is essential to program success. To maintain consistency during a project review, CASC will endeavor to utilize the same plan check team from the first submittal review through approval recommendation. Furthermore, the Senior Engineering Director will conduct periodic checks of redlines to ensure consistency between reviewers and overall quality of WQMP reviews.





## 6. REQUIRED FORMS AND SAMPLES

### Attachment B: Special Provisions

All items below apply to this bid proposal:

Hold Harmless and Indemnification: The successful bidder hereby agrees to indemnify, defend, and hold harmless City (including its officials, officers, agents, employees, and representatives) from and against any and all claims of any kind or nature presented against City arising out of vendor's (including vendor's employees, representatives, and subcontractors) performance under this agreement, excepting only such claims, costs or liability which may arise out of the sole negligence or willful misconduct of City.

Insurance Provisions: Unless otherwise stated in the RFP specifications, the following insurance requirements apply:

1. **Comprehensive General Liability Insurance: (include products liability) \$1,000,000 per occurrence.**
2. **Auto Liability Insurance: \$1,000,000 per occurrence, combined single limit (CSL).**
3. **Workers' Compensation Insurance: as required by State statutes.**
4. **Employer's Liability Insurance: \$1,000,000 per accident; \$1,000,000 policy limit for disease.**
5. **All policies of insurance must provide for a minimum of thirty (30) days written notice of any change or cancellation of the policy.**
6. **Insurance policies to be in a form ad written through companies acceptable to City; and must include those endorsements which are necessary to extend coverage which is appropriate to the nature of the agreement.**

Affirmative Action: In support of Affirmative Action, City requires all suppliers to comply with Title VII of the Civil Right Act of 1964, as amended, the Civil Rights Act of 1992, and all federal, state, and municipal laws and regulations pertaining thereto. In addition, successful bidders must certify prior to award of contracts in excess of \$50,000 that they have a written affirmative action plan in compliance with the above laws and regulations, and such plan may be reviewed by City. Said Certification may be made by signing below:

Certified to above - FIRM: **CASC Engineering and Consulting, Inc.**

SIGNATURE: \_\_\_\_\_  
*Michelle E. Furlong*

PRINT NAME: **Michelle E. Furlong**

TITLE: **Secretary/Treasurer**

Exceptions: If your company is taking exception to any of the specifications, terms or conditions (including insurance, indemnification and/or proposed contract language) stated in this Request for Proposal, please indicate below and describe details: (check any that apply).

- No exceptions taken
- Exception taken to the scope of work or specifications

Attachment: Agreement for Project Related Services - CASC (5787 : AUTHORIZATION TO AWARD AGREEMENTS FOR PROJECT RELATED

\_\_\_\_ Exception taken to indemnification and insurance requirements

\_\_\_\_ Exception to proposed contract language

\_\_\_\_ Other

Please explain any of the checked items:

\_\_\_\_\_  
\_\_\_\_\_

Note: Taking exception to City's requirements without approval of City prior to submission of your proposal may be cause for rejection of the proposal.

PROPOSING FIRM: CASC Engineering and Consulting, Inc. DATE: 3/17/2022

BUSINESS ADDRESS: 1470 E. Cooley Drive, Colton, CA 92324

SIGNATURE OF REPRESENTATIVE: *Michelle E. Furlong*

BY: Michelle E. Furlong TITLE: Secretary/Treasurer

INSTRUCTION REGARDING SIGNATURE: If bidder is an individual, state "Sole Owner" after signature. If bidder is a partnership, signature must be by a general partner, so stated after "Title". Names of all other partners and their business addresses must be shown below. If bidder is a corporation, signature must be by an authorized officer, so stated after "Title", and the names of the President and Secretary and their business addresses must be shown below:

<u>Richard J. Sidor, President</u>	<u>1470 E. Cooley Dr. Colton, CA 92324</u>
<u>Michelle E. Furlong, Secretary/Treasurer</u>	<u>1470 E. Cooley Dr. Colton, CA 92324</u>
_____	_____
_____	_____

Attachment: Agreement for Project Related Services - CASC (5787 : AUTHORIZATION TO AWARD AGREEMENTS FOR PROJECT RELATED

RFP # 2022-049 Professional Consultant Services for Plan Check of Preliminary Water Quality Management Plans (P-WQMP) and Final Water Quality Management Plans (F-WQMP)  
Submitted by: CASC Engineering & Consulting, Inc.

### Attachment C: Client References

CASC Engineering and Consulting

1. Client's Company Name:	Riverside County Transportation Department
Client Address:	4080 Lemon Street, 8 <sup>th</sup> Floor, Riverside 92501
Contact's Name:	Benjie Cho
Contact's Title:	Plan Check Senior Civil Engineer
Contact's Telephone & FAX:	951-955-6736
Contact's Email:	bcho@rivco.org
Scope of Services/Products Provided:	WQMP Plan Checking and Hydrology Report Reviews
Project Completion Date & Value:	Ongoing (2013-2024) / \$2.1 million
2. Client's Company Name:	County of Riverside, Economic Development Agency
Client Address:	3403 Tenth Street, Suite 400 Riverside 92501
Contact's Name:	Cliff Smith
Contact's Title:	Environmental Planner
Contact's Telephone & FAX:	951-955-0166
Contact's Email:	csmith@rivco.org
Scope of Services/Products Provided:	WQMP Plan Checking and Review Services
Project Completion Date & Value:	Ongoing (2014-Present) / \$110,000
3. Client's Company Name:	City of Highland
Client Address:	27215 Base Line, Highland, CA 92346
Contact's Name:	Melissa Morgan
Contact's Title:	Public Services Manager
Contact's Telephone & FAX:	909-864-6867 / 909-862-3180
Contact's Email:	mmorgan@cityofhighland.org
Scope of Services/Products Provided:	NPDES Program Support Services including WQMP Reviews
Project Completion Date & Value:	Ongoing (2004 – Present) / \$565,000
4. Client's Company Name:	City of Temecula
Client Address:	41000 Main St, Temecula, CA 92590
Contact's Name:	Stuart Kuhn
Contact's Title:	Associate Civil Engineer
Contact's Telephone & FAX:	951-308-6387
Contact's Email:	stuart.kuhn@temeculaca.gov
Scope of Services/Products Provided:	NPDES Services including WQMP Reviews
Project Completion Date & Value:	Ongoing (2005 – Present) / \$148,000

Duplicate this form as necessary to complete list.

**Attachment D: Non-Collusion Affidavit**

Note: To be executed by Proposer and submitted with proposal.

State of California  
(the State of the place of business)

County of San Bernardino  
(the County of the place of business)

Michelle E. Furlong, being first duly sworn, deposes and  
(name of the person signing this form)

says that he/she is Secretary/Treasurer of  
(title of the person signing this form)

CASC Engineering and Consulting, Inc., the party making the foregoing bid  
(name of bidding company)

that such bid is not made in the interest of or on the behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner directly or indirectly sought by agreement, communication, or conference with anyone to fix the bid price of said bidder or of any other bidder or to fix any overhead profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in such bid are true, and further, that said bidder has not directly or indirectly submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to any person or persons as have a partnership or other financial interest with said bidder in the general business.

By:   
(signature)

Printed Name: Michelle E. Furlong  
(name of the person signing this form)

Title: Secretary/Treasurer  
(title of the person signing this form)

Notary is required for this bid.

Attachment: Agreement for Project Related Services - CASC (5787 : AUTHORIZATION TO AWARD AGREEMENTS FOR PROJECT RELATED

### ACKNOWLEDGMENT

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

State of California  
County of San Bernardino

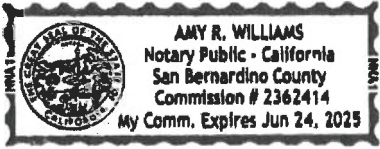
On March 15, 2022 before me, Amy R. Williams, Notary Public  
(insert name and title of the officer)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Amy R. Williams (Seal)



Attachment: Agreement for Project Related Services - CASC (5787 : AUTHORIZATION TO AWARD AGREEMENTS FOR PROJECT RELATED



## SECTION 6.4 STATEMENTS

### THE FOLLOWING STATEMENTS ARE MADE A PART OF THIS PROPOSAL:

1. The City's RFP Number 2022-0049 shall be incorporated in its entirety as a part of this Proposal.
2. The City's RFP Number 2022-0049 and this Proposal will jointly become part of the Agreement for Project Related Services for this project when said Agreement is fully executed by CASC and the City of Moreno Valley.
3. CASC's Services to be provided, and associated fees, will be in accordance with the City's RFP Number 2022-0049 except as otherwise specified in this Proposal, in **Section 6.5**, under the heading "**ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL.**"
4. See **Section 6.5 "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."**
5. **Section 3** provides names, qualifications and proposed duties of CASC's team assigned to this project. See included resumes in Section 3 for qualifications. Additionally, several recent similar projects that have been completed by CASC are provided in **Section 7**. These recent work samples include the names, titles, addresses and telephone numbers of the appropriate persons whom the City could contact. If one or more of the CASC's staff should become unavailable, CASC may substitute other staff of at least equal competence only after prior written approval by the City.
6. CASC acknowledges to provide all necessary vehicles, equipment, tools, uniforms, all incidentals for CASC's team members to perform the required services. Full compensation for providing vehicles, equipment, tools, uniforms, all incidentals shall be considered to be included in the 'Not-to-Exceed' fee as part of the Cost Proposal and no additional compensation will be allowed therefore.
7. CASC acknowledges and understands that CASC will provide a qualified alternate plan checker in the event the primary plan checker is not able to perform the requested services.
8. CASC will document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.
9. CASC's hourly rate schedule (included in the Cost Proposal and uploaded separately) is made part of this Proposal.
10. CASC will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
11. All federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations, the strictest shall be adhered to.
12. CASC shall allow all authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this special project. All relevant records shall be retained for at least three years.



**STATEMENTS CONTINUED...**

13. CASC shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively.
14. CASC shall comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.
15. CASC offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to CASC, without further acknowledgment by the parties.





**SECTION 6.5 ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL**

THE FOLLOWING STATEMENT IS MADE A PART OF THIS PROPOSAL:

CASC agrees to the City's scope, specifications, terms or conditions with no exceptions.



## 7. WORK SAMPLES



## SECTION 7. WORK SAMPLES—QUALIFICATIONS

### WQMP PLAN CHECKING AND HYDROLOGY REPORT REVIEWS

**Client:** County of Riverside, Transportation Department

**Client Reference:** Benji Cho, Senior Civil Engineer  
(951) 955-6736, BCho@rivco.org  
4080 Lemon Street, 8th Floor, Riverside, CA 92501

CASC is currently providing plan check services to the County of Riverside’s Transportation & Land Management Agency. CASC is responsible for reviewing and recommending approval of both hydrology studies and WQMPS submitted to the County. Hydrology plan check services are provided for the county’s area outside of Flood Control District’s jurisdiction and involves providing recommended flood control related conditions for approval for new developments, and checking flood control improvements for compliance with flood control conditions. WQMP plan check services are performed in accordance with requirements adopted by the County in response to provisions of the County’s three area-wide municipal NPDES storm water permits covering the Santa Ana River Watershed, the Santa Margarita River Watershed and the Whitewater River Watershed.

During the WQMP plan checking process, a checklist is utilized to differentiate between the Preliminary and Final requirements to obtain a recommendation for approval. For both hydrology and WQMP plan check reviews, redline documents are provided and a digital comment matrix is prepared and submitted to the County upon completion of each review. CASC provides the County with weekly plan check review status updates via a spreadsheet.

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### NPDES SERVICES INCLUDING WQMP REVIEWS FOR PUBLIC WORKS AND PRIVATE DEVELOPMENT PROJECTS

**Client:** City of Temecula

**Client Reference:** Stuart Kuhn, P.E., Associate Civil Engineer  
(951) 308-6387, stuart.kuhn@temeculaca.gov  
41000 Main St, Temecula, CA 92590

CASC assists the City of Temecula maintain compliance with Its MS4 National Pollutant Discharge Elimination System (NPDES) Storm Water Permit MS4 Permit. As such, the services are provided as required by the MS4 Permit and in accordance with City of Temecula policies and practices. Services include:

- Water Quality Management Plan (WQMP) Plan Checking for Municipal and Private Projects
- Erosion and Sediment Control Plan Checking for Municipal and Private Projects
- Post- Construction WQMP Inspections
- Commercial and Industrial Facility Inspections
- Construction Inspections
- Illegal Discharge/ Connection Survey
- Municipal Separate Storm Sewer System (MS4) Outlet Survey
- Serves as the City Public Works/CIP Division’s point of contact with the Regional Board
- Other Services as Identified and Authorized



**WQMP PLAN CHECKING SERVICES**

**Client: City of Hemet**

**Client Reference:** Daniel Cortese, Management Analyst/NPDES Coordinator  
(951) 306-8591, dcortese@cityofhemet.org  
445 E Florida Ave, Hemet, CA 92543

CASC is currently providing WQMP and Hydrology Report plan check services, and NPDES consulting services to the City of Hemet. CASC is responsible for reviewing and recommending approval of WQMPS and hydrology reports and calculations submitted to the City of Hemet in response to provisions of their municipal NPDES storm water permit, the approved WQMP Guidance Document, and City drainage ordinance requirements. CASC corresponds with the City of Hemet’s engineering department, as needed, to verify that all plan reviews are conducted in accordance with the City’s most updated standards and to provide status of specific plan checks, upcoming developments, innovations of LID BMPs, and the City’s preferences for drainage device and LID BMP implementation.

CASC also provides the City with consultation services which include providing guidance on inspection requirements per the City’s MS4 Permit, reviewing developer proposed LID BMP variances for compliance, and review of unusual drainage device designs for system functionality.

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**WQMP PLAN CHECKING SERVICES**

**Client: City of Moreno Valley**

**Client Reference:** Larry Gonzales, Senior Engineer  
(951) 413-3136, larryg@moval.org  
14177 Frederick St, Moreno Valley, CA 92553

CASC is currently providing WQMP plan check services to the City. CASC is responsible for reviewing and recommending approval of WQMPS submitted to the City in accordance with requirements adopted by the City, in response to provisions of the area-wide municipal NPDES storm water permit and the “Water Quality Management Plan, A Guidance Document for the Santa Ana Region of Riverside County.” During the plan checking process a WQMP checklist is utilized, in combination with redline comments. CASC provides weekly status updates of WQMPS that are in review, and works with city staff to facilitate resolution of constraint issues that require interpretation so that projects are consistent with City standards and permit requirements.

CASC has provided a variety of NPDES support services to the City of Moreno Valley over the years, in addition to plan checking. For example, in response to the MS4 permit, CASC prepared an in-depth fiscal analysis that included a detailed review of the SARWCBs MS4 permit, development of a comprehensive task list covering over 140 items, development of job descriptions and personnel requirements, preparation of an implementation schedule and an estimate of program implementation costs. CASC has also prepared SWPPPs and WQMPS/SUSMPs for public works projects as well as Facility Pollution Prevention Plans (FPPPs) for city yards and corporate facilities.

Attachment: Agreement for Project Related Services - CASC (5787 : AUTHORIZATION TO AWARD AGREEMENTS FOR PROJECT RELATED



### **WQMP PLAN CHECKING SERVICES**

**Client: City of Highland**

**Client Reference:** Melissa Morgan, Public Services Manager/NPDES Coordinator  
(909) 864-6861 Ext. 230  
27215 Base Line, Highland, CA 92346

CASC has been providing on-call environmental consulting services to the City of Highland since 2004. The on-call nature of the contract allows the City to confer with CASC on issues that emerge as the City complies with the area-wide municipal NPDES storm water permit. Services provided to date have included consultation regarding the application of the WQMP to municipal projects, review of applicant-submitted conceptual and final WQMPs, and training for city staff regarding the requirements for WQMPs and the integration of BMPs into new development and redevelopment projects. The WQMP plan check services included reviewing and recommending approval of Conceptual and Final WQMPs submitted to the City of Highland in accordance with requirements adopted by the City in response to provisions in the area-wide municipal NPDES storm water permit.

When a post-construction BMP installed at the City's new Police Station appeared to be having drainage problems while still under construction, the City called on CASC to evaluate the problem and options so that the City could complete the facility on time yet still maintain NPDES program compliance. CASC experts assessed the situation, identified the problem as being a construction problem (as opposed to a site problem or design problem), and recommended corrective actions that quickly resolved the drainage problems.

### **WQMP PLAN CHECKING SERVICES**

**Client: City of Montclair**

**Client Reference:** Steve Stanton, Engineering Manager  
(909) 625-9444, sstanton@cityofmontclair.org  
5111 Benito St, Montclair, CA 91763

CASC is currently providing WQMP, hydrology and hydraulic calculation plan check, and landscape plan reviews to the City of Montclair, in accordance with requirements adopted by the agency, and in accordance with the WQMP guidance document approved by the Regional Board. The plan check process includes identifying if a project is accurately categorized based on the size and proposed use of the site. Plan checks are conducted to identify that the WQMP and hydrology calculations meet required agency standards and complies with requirements of the WQMP Guidance. CASC reviews include review of Landscape Plans by one of the CASC's Registered Landscape Architects. Comments are provided to the preparer in the form of "redlines". CASC corresponds with the City on a routine basis to conduct plan checks in accordance with the most updated standards regarding source control, LID implementation, site design, and activity restrictions.

Infiltration is an important BMP in the City due to the alluvial soils. Due to the variability in and quality of geotechnical reports submitted with WQMPs to establish infiltration rates to be used for design of the infiltration systems, the City engaged CASC to develop an infiltration testing protocol for the City. The CASC-developed protocol has been successfully used in the city for about six years and has resulted in more consistent and well documented infiltration testing reports, and there have been no failures of the BMPs designed under the protocol.



### **WQMP PLAN CHECKING AND PEER REVIEW SERVICES**

**Client: County of Riverside – Economic Development Agency**

**Client Reference:** Cliff Smith, Environmental Planner  
(951) 955-0166, csmith@rivco.org  
3403 Tenth Street, Suite 400 Riverside, CA 92501

CASC is assisting the EDA with implementing its capital improvement program by conducting WQMP and SWPPP Plan Checks and providing Peer Review services. Plan Checks include reviewing WQMPs and SWPPPs for conformance with local and state permit requirements, redlining the documents to indicate items out of conformance, and recommending approval of the documents when requirements are met. Plan Checks are usually on a project's critical path, and therefore expedited schedules for these reviews are routine. Peer Reviews examine the WQMP from a perspective that extends beyond simple compliance with the program guidance documents. The peer review examines constructability of the proposed Best Management Practices (BMPs), requirements for protection of the BMPs during construction and commissioning of the project, and long-term BMP maintenance. The perspective of the peer review is that of an owner/operator of a facility, and CASC underscores that approach.

### **NPDES TRAINING SERVICES, INCLUDING WQMP**

**Client: Riverside County Flood Control and Water Conservation District**

**Client Reference:** Richard Boon, Chief of Watershed Protection Division  
(951) 955-1273, rboon@rivco.org  
1995 Market St, Riverside, CA 92501

CASC has been a training consultant to the Riverside County Municipal Storm Water Management Program continuously since 2004. The Program covers three NPDES permits in the County, including permits for the Santa Ana River, Santa Margarita River, and Whitewater River watersheds. CASC has been responsible for coordinating the delivery of the training program with the District, developing course content, conducting training sessions, and preparing test questions for assessment of the training program's effectiveness. Courses are primarily directed at MS4 staff; however, classes such as those covering WQMPs have been open to and attended by professionals in private practice. Courses covering the following topics have been developed and/or presented:

- Water Quality Management Plans
- Transportation Project Low Impact Development
- Construction Inspector Training for Water Pollution Control
- Commercial/Industrial Inspector Training for Water Pollution Control
- Municipal Staff Training for Water Pollution Control
- Compliance Assistance Program (CAP)
- Illicit Connection / Illegal Discharge Identification and Control

In 2018, CASC partnered with the District and the Building Industry Association to present WQMP training at a workshop sponsored by the BIA. The workshop included speakers from the County, the District, the Regional Board, the BIA, and CASC, and was well attended by professionals representing



## 4. PROPOSAL COSTS (UPLOADED SEPERATELY)

RFP # 2022-049 Professional Consultant Services for Plan Check of Preliminary Water Quality Management Plans (P-WQMP) and Final Water Quality Management Plans (F-WQMP)

**Exhibit B: Pricing** *(Will not be viewed until after consultant ranking is made and top-ranked consultant is identified. Submit pricing in a separate attachment)*

**I. Hourly Rates\*\*\***

- A. Include titles and rates for all staff that could provide services under the contract.

LN	Title of Person Performing Service	Hourly Rate
1	Senior Engineering Director	\$235.00
2	Environmental Engineering Director	\$210.00
3	Project Manager/Primary Plan Reviewer	\$195.00
4	Plan Review Support	\$155.00
5	Administrative Support	\$90.00
6		

\*\*\* Attach additional sheets as necessary.

Reviews are to be conducted on an hourly basis. All correspondence and communications with the applicant must be included in the billed hours. This work is to be performed on an hourly basis up to the "Not-to-Exceed" amount indicated below. Reimbursement costs related to vehicle/transportation, mileage, printing, telephone, photograph, postage and delivery, equipment, tools, uniforms, all incidentals are to be included in the hourly rate.

- B. A "Not-to-Exceed" amount for each type of submittal outlined below, for the duration of the Agreement from July 1, 2022 to June 30, 2023.
- Preliminary WQMP Review (first three reviews) "Not-to-Exceed" amount of \$2,687
  - Preliminary WQMP Review (subsequent reviews) "Not-to-Exceed" amount of \$630
  - Basic Final WQMP Review (first three reviews) "Not-to-Exceed" amount of \$931
  - Basic Final WQMP Review (subsequent reviews) "Not-to-Exceed" amount of \$636

*\*Basic reviews include the following types of projects: Hillside Residential ≤ 9 Units*

- Standard Final WQMP Review (first three reviews) "Not-to-Exceed" amount of \$2,712
- Standard Final WQMP Review (subsequent reviews) "Not-to-Exceed" amount of \$1,220

*\*Standards reviews include the following types of projects: MFR or SFR (Residential Projects) ≤ 50 Units; Commercial ≤ 2 Ac; Industrial ≤ 1Ac; Automotive ≤ 1Ac; Restaurants ≤ 1Ac; Hillside Development ≤ 1Ac (Except Hillside Residential ≤ 9 Units); Parking Lots ≤ 2 Ac*

- Complex Final WQMP Review (first three reviews) "Not-to-Exceed" amount of \$3,797



RFP # 2022-049 Professional Consultant Services for Plan Check of Preliminary Water Quality Management Plans (P-WQMP) and Final Water Quality Management Plans (F-WQMP)

- h. Complex Final WQMP Review (subsequent reviews) "Not-to-Exceed" amount of \$1,547

*\*Complex reviews include the following types of projects: MFR or SFR (Residential Projects) > 50 Units; Commercial > 2 Ac; Industrial > 1 Ac; Automotive > 1Ac; Restaurants > 1Ac; Hillside Development > 1Ac (Except Hillside Residential ≤ 9 Units); Parking Lots > 2 Ac*

*\*Mixed-use projects and/or projects that meet the definition of two or more categories shall be reviewed under the highest applicable review.*

**II. Pricing Terms and Conditions**

- A. **Invoice:** See Attachment E for the Sample Invoice. Invoice format must first be approved by City prior to the first invoice submittal. Invoices must be submitted on a monthly basis if services were performed during that period.
- B. **Term:** Is for a one-year base period with up to four one-year optional renewals.
- C. **Additional Charges:** None; do not charge any fees or charges not listed in Exhibit B: Pricing.
- D. **Proposal Pricing:** The awarded Provider's Exhibit B: Pricing, as accepted by City, will be incorporated into the resultant Agreement.

**EXHIBIT C****CITY - SERVICES TO BE PROVIDED  
TO CONSULTANT**

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. For the Preliminary WQMP Review – Electronic submittal of Preliminary WQMP document.
3. For the Final WQMP – Electronic copy of the approved Preliminary WQMP, (if necessary), set of final Conditions of Approval, and electronic submittal of the Final WQMP.
4. Provide, if necessary, one (1) set each of the following documents: grading plans, street plans, storm drain plans and Hydrology/Hydraulic Study.
5. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
6. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

**EXHIBIT C**

**EXHIBIT D****TERMS OF PAYMENT**

1. The Consultant's compensation shall not exceed **\$50,000.00**.
2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: <http://www.moval.org/biz-lic>.
3. The Consultant will electronically submit an invoice to the City once a month for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at [AccountsPayable@moval.org](mailto:AccountsPayable@moval.org). Accounts Payable questions can be directed to (951) 413-3073. Copies of invoices may be submitted to the Land Development Division/Public Works Department at [zarat@moval.org](mailto:zarat@moval.org). Calls should be directed to (951) 413-3139.
3. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees,

late charges, or other penalties. The ACH Authorization Form is located at:

[http://www.moval.org/city\\_hall/forms.shtml#bf](http://www.moval.org/city_hall/forms.shtml#bf)

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 Consultant for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.

## EXHIBIT D

**EXHIBIT E****INSURANCE REQUIREMENTS****Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.
2. The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers' Compensation insurance as required by the California Labor Code and Employer's Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance appropriate to Consultant's profession.

**Minimum Limits of Insurance**

Consultant shall maintain limits of liability of not less than:

1. General Liability:
  - \$1,000,000 per occurrence for bodily injury and property damage
  - \$1,000,000 per occurrence for personal and advertising injury
  - \$2,000,000 aggregate for products and completed operations
  - \$2,000,000 general aggregate
2. Automobile Liability:
  - \$1,000,000 per accident for bodily injury and property damage
3. Employer's Liability:
  - \$1,000,000 each accident for bodily injury
  - \$1,000,000 disease each employee
  - \$1,000,000 disease policy limit

4. Professional Liability (Errors and Omissions):

\$1,000,000 per claim/occurrence  
\$2,000,000 policy aggregate

**Umbrella or Excess Insurance**

In the event Consultant purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

**Deductibles and Self-Insured Retentions**

Consultant shall be responsible for payment of any deductibles contained in any insurance policy(ies) required hereunder and Consultant shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers; or (ii) Consultant shall provide a financial guarantee, satisfactory to the City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

**Other Insurance Provisions**

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers are to be covered as additional insureds.
2. The coverage shall contain no special limitations on the scope of protection afforded to City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.
3. Consultant's insurance coverage shall be primary and no contribution shall be required of City.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: Consultant and its insurer shall waive any right of subrogation against City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by Consultant.
2. Insurance must be maintained and evidence of insurance must be provided for at least 3 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by Consultant, Consultant must purchase extended reporting coverage for a minimum of 3 years following the expiration or termination of the Agreement.
4. A copy of the claims reporting requirements must be submitted to City for review.
5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice by certified mail, return receipt requested, has been given to City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Consultant shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for City, Consultant shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

#### **Acceptability of Insurers**

All policies of insurance required hereunder shall be placed with an insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide; or authorized by the City Manager or his/her designee.

### Verification of Coverage

Consultant shall furnish City with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the City Manager or his/her designee prior to City's execution of the Agreement and before work commences.



**AGREEMENT FOR PROJECT RELATED SERVICES  
PLAN CHECK OF WATER QUALITY MANAGEMENT PLANS (WQMP)**

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City" and **CWE**, a California corporation, hereinafter described as "Consultant." This Agreement is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2022 ("Effective Date").

**RECITALS**

WHEREAS, the City has determined it is in the public interest to proceed with the professional work hereinafter described as "Project"; and

WHEREAS, the City has determined the Project involves the performance of professional and technical services of a temporary nature as more specifically described in Exhibit "A" (City's Request for Proposal) and Exhibit "B" (Consultant's Proposal) hereto; and

WHEREAS, the City does not have available employees to perform the services for the Project; and

WHEREAS, the City has requested the Consultant to perform such services for the Project; and

WHEREAS, the Consultant is professionally qualified in California to perform the professional and technical services required for the Project, and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement;

THEREFORE, the City and the Consultant, for the consideration hereinafter described, mutually agree as follows:

**AGREEMENT FOR PROJECT RELATED SERVICES  
PLAN CHECK OF WATER QUALITY MANAGEMENT PLANS (WQMP)**

**DESCRIPTION OF PROJECT**

1. The Project is described as On-Call Professional Consultant Services for Plan Check of Preliminary and Final Water Quality Management Plans (WQMPs).

**SCOPE OF SERVICES**

2. The Consultant's scope of service is described on Exhibit "B" attached hereto and incorporated herein by this reference. In the event of a conflict, the City's Request for Proposal shall take precedence over the Consultant's Proposal.

3. The City's responsibility is described on Exhibit "C" attached hereto and incorporated herein by this reference.

**PAYMENT TERMS**

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of **\$50,000.00** in accordance with the payment terms provided on Exhibit "D" attached hereto and incorporated herein by this reference.

**TERM OF MULTI-YEAR AGREEMENT**

5. (a) This contractual agreement will be subject to the City Council approving the fiscal year 2022/2023 annual budget. This contractual agreement shall be binding upon all parties for a period of one (1) fiscal year and may be extended for an additional four (4) fiscal years pending funding approval in the new fiscal year's budget.

(b) The following clause applies to this project: "It should be noted that this multi-year agreement may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council. In the event that the City Council does not grant necessary funding appropriations and/or program approval, then the affected multi-year agreement becomes null and void, effective July 1<sup>st</sup> of the fiscal year for which such approvals have been denied."

**AGREEMENT FOR PROJECT RELATED SERVICES  
PLAN CHECK OF WATER QUALITY MANAGEMENT PLANS (WQMP)**

**TIME FOR PERFORMANCE**

6. The Consultant shall commence services upon receipt of written direction to proceed from the City.

7. The Consultant shall perform the work described on Exhibit "A" in accordance with the schedule as stated in the Notice to Proceed.

8. This Agreement shall be effective from effective date and shall continue in full force and effect date through **June 30, 2023**, subject to any earlier termination in accordance with this Agreement. The services of Consultant shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement.

9. (a) The Consultant agrees that the personnel, including the principal Project manager, and all subconsultants assigned to the Project by the Consultant, shall be subject to the prior approval of the City.

(b) No change in subconsultants or key personnel shall be made by the Consultant without written prior approval of the City.

**SPECIAL PROVISIONS**

10. It is understood and agreed that the Consultant is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Consultant or any individual whose compensation for services is paid by the Consultant, an agent or employee of the City, or authorizing the Consultant to create or assume any obligation or liability for or on behalf of the City.

11. The Consultant may also retain or subcontract for the services of other necessary consultants with the prior written approval of the City. Payment for such services shall be the responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall

**AGREEMENT FOR PROJECT RELATED SERVICES  
PLAN CHECK OF WATER QUALITY MANAGEMENT PLANS (WQMP)**

be subject to the terms and conditions of this Agreement, except that the City shall have no obligation to pay any subconsultant for services rendered on the Project.

12. The Consultant and the City agree to use reasonable care and diligence to perform their respective services under this Agreement.

13. The Consultant shall comply with applicable federal, state, and local laws in the performance of work under this Agreement.

14. To the extent required by controlling federal, state, and local law, Consultant shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, Consultant agrees as follows:

(a) Consultant will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

(b) Consultant will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Consultant shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical

**AGREEMENT FOR PROJECT RELATED SERVICES  
PLAN CHECK OF WATER QUALITY MANAGEMENT PLANS (WQMP)**

condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to Consultant's employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

(c) Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

(d) If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall cause each subcontractor to also comply with the requirements of this Section 13.

15. To the furthest extent allowed by law (including California Civil Code section 2782.8 if applicable), Consultant shall indemnify, hold harmless and defend the City, the Moreno Valley Community Services District ("CSD"), the Moreno Valley Housing Authority ("Housing Authority") and each of their officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, its principals, officers,

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employees, agents, or volunteers in the performance of this Agreement.

If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subcontractor to indemnify, hold harmless and defend City, CSD, Housing Authority and each of their officers, officials, employees, agents, and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

16. Insurance.

(a) Throughout the life of this Agreement, Consultant shall pay for and maintain in full force and effect all insurance as required in **Exhibit E** or as may be authorized in writing by the City Manager or his/her designee at any time and in his/her sole discretion.

(b) If at any time during the life of the Agreement or any extension, Consultant or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to Consultant shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City pursuant to this section shall in any way relieve Consultant of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by Consultant shall not be deemed to release or diminish the liability of Consultant, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City shall apply to all claims and

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liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Consultant, its principals, officers, agents, employees, persons under the supervision of Consultant, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

(d) Upon request of City, Consultant shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

(e) If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subcontractor to provide insurance protection in favor of City and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with Consultant and City prior to the commencement of any services by the subcontractor.

17. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

18. Consultant and subconsultants shall pay prevailing wage rates when required by the Labor Laws of the State of California.

19. (a) The Consultant shall deliver to the Public Works Director/City Engineer or

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his designated representative, fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain, for its files, copies of any and all material, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement.

(b) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any.

(c) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant under this Agreement, if used by the City on other work without the permission of the Consultant. Consultant acknowledges that Consultant work product produced under this agreement may be public record under State law.

20. (a) This Agreement shall terminate without any liability of City to Consultant upon the earlier of: (i) Consultant's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against Consultant; (ii) 10 calendar days prior written notice with or without cause by City to Consultant; (iii) City's non-appropriation of funds sufficient to meet its obligations hereunder during any City fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement. The written notice shall specify the date of termination. Upon receipt of such notice, the Consultant may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the City. The City shall pay the Consultant within thirty (30) days after the date of termination for all non-objected to services performed by the Consultant in accordance herewith through the date of termination. Consultant shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.



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(b) In the event of termination due to failure of Consultant to satisfactorily perform in accordance with the terms of this Agreement, City may withhold an amount that would otherwise be payable as an offset to, but not in excess of, City's damages caused by such failure. In no event shall any payment by City pursuant to this Agreement constitute a waiver by City of any breach of this Agreement which may then exist on the part of Consultant, nor shall such payment impair or prejudice any remedy available to City with respect to the breach.

(c) Upon any breach of this Agreement by Consultant, City may (i) exercise any right, remedy (in contract, law, or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic, and incidental damages for the breach of the Agreement. If it is determined that City improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

(d) Consultant shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of Consultant and without its fault or negligence such as, acts of God or the public enemy, acts of City in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. Consultant shall notify City in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

21. This Agreement is binding upon the City and the Consultant and their successors and assigns. Except as otherwise provided herein, neither the City nor the Consultant shall assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior

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written consent of the other.

22. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant, and the Consultant's representative shall cooperate with the City in all matters regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

23. This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties.

24. Where the payment terms provide for compensation on a time and materials basis, the Consultant shall maintain adequate records to permit inspection and audit of the Consultant's time and materials charges under this Agreement. The Consultant shall make such records available to the City at the Consultant's office during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records. Except as may be otherwise required by law, such records will be available only to the City. Such records shall be maintained by the Consultant for three (3) years following completion of the services under this Agreement.

25. The City and the Consultant agree that, to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

26. (a) Consultant shall comply, and require its subcontractors to comply, with all

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applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of City, Consultant shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, Consultant and the respective subcontractor(s) are in full compliance with all laws and regulations. Consultant shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, Consultant shall immediately notify City of these facts in writing.

(b) In performing the work or services to be provided hereunder, Consultant shall not employ or retain the services of any person while such person either is employed by City or is a member of any City council, commission, board, committee, or similar City body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.

(c) Consultant represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights/benefits hereunder.

(d) Neither Consultant, nor any of Consultant's subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing. Consultant and any of its

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subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, Consultant shall remain responsible for complying with Section 26(a), above.

(e) If Consultant should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, Consultant shall include the provisions of this Section 26 in each subcontract and require its subcontractors to comply therewith.

(f) This Section 26 shall survive expiration or termination of this Agreement.

27. All Plans, drawings, Specifications, reports, logs, and other documents prepared by the Consultant in its performance under this Agreement shall, upon completion of the project, be delivered to and be the property of the City, provided that the Consultant shall be entitled, at its own expense, to make copies thereof for its own use.

28. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall also govern the interpretation of this Agreement. Venue shall be vested in the Superior Court of the State of California, County of Riverside.

29. Civil Code Section 1542 Waiver. Consultant expressly waives any and all rights and benefits conferred upon it by the provisions of Section 1542 of the California Civil Code which reads as follows:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

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This waiver shall be effective as a bar to any and all actions, fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind that are known or unknown, or suspected or unsuspected, including, without limitation, claims of entitlements under the California Public Employees' Retirement System (CalPERS) that are only afforded to employees and not independent contractors. Consultant further represents and warrants that it understands this waiver and that if it does not understand this waiver, it shall seek the advice of a qualified attorney before executing this Agreement.

30. CalPERS Retiree Disclosure. Consultant hereby expressly agrees to clearly and conspicuously disclose to City in writing any and all persons working for Consultant who are retirees under the California Public Employees' Retirement System (CalPERS) whom receives a monthly CalPERS retirement allowance, which may provide services to City under the Agreement, prior to such person performing any services hereunder. Nothing herein shall be deemed or interpreted to limit a CalPERS retiree's obligations under applicable law, rules or regulations.

**SIGNATURE PAGE FOLLOWS**

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

City of Moreno Valley

CWE

BY: \_\_\_\_\_  
City Manager

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

Name: \_\_\_\_\_

TITLE: \_\_\_\_\_  
(President or Vice President)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

Name: \_\_\_\_\_

TITLE: \_\_\_\_\_  
(Corporate Secretary)

\_\_\_\_\_  
Date

**INTERNAL USE ONLY**

APPROVED AS TO LEGAL FORM:

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

\_\_\_\_\_  
Date

RECOMMENDED FOR APPROVAL:

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

\_\_\_\_\_  
Date

Attachment: Agreement for Project Related Services - CWE (5787 : AUTHORIZATION TO AWARD AGREEMENTS FOR PROJECT RELATED

# EXHIBIT A

# City of Moreno Valley



## *Request for Proposal* **# 2022-049**

Professional Consultant Services for Plan Check of  
Preliminary Water Quality Management Plans (P-WQMP)  
and Final Water Quality Management Plans (F-WQMP)

**March 2, 2022**

**Question Deadline:**

March 15, 2022, 2:00 pm, PST

**Proposal Due Date:**

March 29, 2022, 2:00 pm, PST

**Submit proposal online at:**

<https://www.planetbids.com/portal/portal.cfm?CompanyID=24660>

**Proposal Contact:**

[landdevelopment@moval.org](mailto:landdevelopment@moval.org)



RFP # 2022-049 Professional Consultant Services for Plan Check of Preliminary Water Quality Management Plans (P-WQMP) and Final Water Quality Management Plans (F-WQMP)

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Attachment: Agreement for Project Related Services - CWE (5787 : AUTHORIZATION TO AWARD AGREEMENTS FOR PROJECT RELATED

RFP # 2022-049 Professional Consultant Services for Plan Check of Preliminary Water Quality Management Plans (P-WQMP) and Final Water Quality Management Plans (F-WQMP)

## Schedule

### I. Tentative Schedule of Important Dates

This section provides a **tentative** schedule of the important milestone dates. Examine these dates carefully and plan accordingly. All times are 2:00 pm unless stated otherwise.

DATE	EVENT
March 2, 2022	Request for Proposals (RFP) issue date
March 15, 2022	Question deadline
March 18, 2022	Final addendum issued (if necessary)
March 29, 2022	Proposal due date
April 5, 2022	Evaluation of proposals completed
April 7, 2022	Selection of Consultant & contract preparation
April 19, 2022	City Council Approves Agreement (estimated)
July 1, 2022	Start of Service

Note that City will entertain questions through the Q&A tab for the RFP at <https://www.planetbids.com/portal/portal.cfm?CompanyID=24660> no later March 15, 2022 at 2:00 pm PST.

## Proposal Procedures, Content, and Format

### I. General

- A. **Proposal Format:** A proposer must follow the instructions for preparing the proposal in the prescribed format. Section tabs must be utilized in the proposal following the same order of the RFP.
- B. **General Terms and Conditions:** Except as otherwise indicated herein, City's General Terms and Conditions govern rules and definitions of this RFP.
- C. **Right to Reject Proposals:** City reserves the right to reject any and all proposals, to waive any non-material irregularities or informalities in any proposal, and to accept or reject any item or combination of items.
- D. **Execution of Agreement:** If a Proposer is not able to execute an agreement within 10 days after being notified of selection, City reserves the right to select the next most qualified proposer or call for new proposals, whichever City deems most appropriate. See Attachment F for the Sample Template of Agreement for Project Related Services.
- E. **Incorporation of RFP/Proposal:** This RFP and the firm's response, including all promises, warranties, commitments, and representations made in the successful proposal will become binding contractual obligations and will be incorporated by reference in any agreement between City and Proposer.

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- F. **Authorized Signatories:** Company personnel signing the cover letter of the proposal or any other related forms submitted must be authorized signers with the requisite authority to represent their firm and to enter into binding contracts.
- G. **Validity of Proposals:** Proposed services and related pricing contained in the proposal must be valid for a period of 180 days after the due date.

**II. Proposal Content and Format**

Include the following sections containing the information requested below in your proposal. To enable ease of evaluation, please follow the sequence shown and upload the required documents into the vendor portal in the appropriate sections.

**A. Section 1: Executive Summary**

1. Provide a cover letter of your company's information including:
  - a) Company's full legal name, address, phone, fax, email, website;
  - b) Prior company names (if any);
  - c) Organizational structure (corp., LLC, etc.);
  - d) Names and titles of the principal owner(s);
  - e) Person(s) authorized to make commitments for your company;
  - f) Company history, experience (brief), and years in business;
  - g) Current number of employees, key personnel;
2. Note any exceptions to any part of City's scope, specifications, terms or conditions in this letter and explain the reason.
3. Limit this section to a maximum of one page.

**B. Section 2: Supplemental Company Information (Optional)**

1. Provide any supplemental information not specifically requested by City that you would like City to consider in evaluating your proposal.
2. Ensure information is relevant to City's current or potential future needs.
3. Limit this section to a maximum of one page.

**C. Section 3: Professional Team Assignments**

1. Note any key personnel who are expected to remain in service until completion of the project.
2. Provide detail regarding the team to be assigned for these services.
3. Provide resumes of all team members.
4. Provide an organizational chart of all team members, titles, and a very brief description of their relevant responsibilities.
5. Limit this section to a maximum of ten pages plus resumes and org chart.

**D. Section 4: Proposal Costs (Will not be viewed until after consultant ranking is made and top-ranked consultant is identified)**

1. Submit all pricing on \*Exhibit B using the form provided.
2. Provide pricing for each of the required line items.

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3. Provide pricing for optional proposer recommendations.
4. See payment terms in Exhibit B for additional details.
  - \* Note these forms are provided by City in the submittal forms section.

**E. Section 5: Response Template**

1. Complete City-provided Response Template (see Attachment A) with your answers to City's questions. Provide thorough responses with sufficient detail to enable City to evaluate your understanding of City's requirements, the suitability of your services and/or product(s) to meet City's requirements, the strength of your work plan, previous experience, and available resources.
2. Note these responses carry significant weight in City's evaluation of your proposal to provide and implement requested services.
3. Limit this section to a maximum of ten pages.

**F. Section 6: Required Forms and Samples**

1. Special Provisions Form\*
2. Client Reference List\*
3. Non-Collusion Affidavit\*
  - \* Note these forms are provided by City in the submittal forms section.

**G. Section 7: Work Samples**

1. Samples of work, queries, reports, and forms\*\*
2. Sample of ongoing support and services agreements\*\*
  - \*\* Note that these documents will not be returned to proposer.

**H. Inadequate Content**

1. Note that a proposal is non-responsive if the proposal does not contain all proposal requirements, is not complete, is not received at the right location, and is not received by the proposal deadline, has exceptional or excessive exceptions. City may, at its sole discretion, waive minor non-material irregularities and informalities.
2. Do not submit extraneous marketing or promotional information.

**I. Proposal Format**

1. Electronic only: Searchable document
2. White paper, 8-½ x 11, page numbered
3. Typed, black print, approximately 11-12 point font
4. Free from excessive graphics or excessive photos

RFP # 2022-049 Professional Consultant Services for Plan Check of Preliminary Water Quality Management Plans (P-WQMP) and Final Water Quality Management Plans (F-WQMP)

**Proposer Qualifications, Evaluation Criteria, and Award Process**

**I. Proposer Qualifications**

The intent of this RFP is to evaluate the proposals and ultimately select a Proposer that is determined to be the most qualified consultant to provide professional services for City.

The overall capabilities of consultant's organization should be discussed in this section. Include a brief summary of the firm's history, its recent related experience, top-level management, and ability of persons assigned to perform the work. Clearly state the relevant project experience of the personnel specifically proposed for the roles listed below. Specify possession of appropriate licenses and certificates.

**II. Evaluation Criteria**

**A. Minimum qualifications, Competitive Range, and Award Consideration**

The minimum qualifications, competitive range, and award consideration based upon the following criteria

1. City will review the Proposers Qualifications to determine if the Proposer meets or betters the minimum requirements as detailed above.
2. Only Proposers that meet or better the minimum requirements will have their Proposals reviewed for consideration.
3. Only the best-qualified Proposer will be considered for final negotiations of scope of services, contract, award recommendation, and fee/price.

**B. Evaluation Criteria**

Award of the Contract shall be made to the most qualified Proposer that best meets City's specifications and needs. Submitted proposals will be evaluated on the following criteria:

- (20 points) – The Firm's General Experience and Qualification Information about the company (and all subconsultants) including professional licenses and certificates held; ability to furnish required insurance and meet stipulations of City's boiler plate agreement; details about comparable projects/services completed by the firm, as well as local experience; and its ability to provide the required services.
- (40 points) – Experience of Key Personnel Background on key personnel (including all subconsultants) qualifications, abilities, familiarity with State and federal procedures and regulations, local experience on comparable projects and length of service with the firm, reference information preferably with municipal agencies.
- (20 points) – Understanding of Requested Service/Plans to Deliver Services. Understanding of the requested services and tasks, discussion of major issues identified on the project and how consultant team plans to address them; the methods and procedures to be used for providing the services; the management approach and organization necessary to complete the services; and outline quality control measures

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to ensure delivery of a quality product on time, within budget that provides a cost efficient, timely and predictable execution of work.

- (10 points) – References
- (10 points) - Completeness, thoroughness, and neatness of submittal

**C. Fee/Price Evaluation**

1. Proposed fee is not to be viewed until after consultant ranking is made and top-ranked consultant is identified.
2. Reasonableness of fee requested to do the work, as originally proposed.
3. Final negotiations.

**III. Award**

- A. After conclusion of the above Evaluations, as noted in the tentative schedule, interviews may be held, at the City's discretion. A Notification of Intent to Award may then be sent to the Proposer selected.
- B. Award is contingent upon the successful negotiation, at a fair and reasonable price, of final contract terms and the approval of City. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations for a fair and reasonable price cannot be concluded successfully, City may negotiate a contract with the next best qualified Proposer or withdraw the RFP. In the event City does not approve the recommendation to award, the RFP may be cancelled without any cost or obligation of City.
- C. City operates on a fiscal year basis, running July 1<sup>st</sup> through June 30<sup>th</sup>. The initial Contract shall be in effect on the date of executed signatures (but no earlier than July 1, 2022) through June 30, 2022. The agreement may be renewed at the expiration of its term, by agreement of both parties, in one-year increments, up to four additional terms, at the end of each subsequent fiscal year. Renewal of the Agreement shall be accomplished through an amendment to agreement signed by both parties.
- D. Rates may be negotiated for each mutually exercised optional renewal period.

**Special Terms and Conditions**

**I. Audit Requirements**

- A. City reserves the right to periodically inspect and audit Provider's accounting procedures and supporting documentation in conjunction with the performance of the required services.
- B. City will notify Provider in writing of any such requested audit.
- C. City will inspect and audit in a reasonable manner and at City's expense.
- D. Provider must fully cooperate with any such audit(s).

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- E. City will notify Provider in writing of any exception taken as a result of an audit.
- F. If an audit, in accordance with this article, discloses overcharges (of any nature) by Provider to City of the value of that portion of the Agreement that was audited, the actual cost of City's audit must be reimbursed to City by the Provider.

## II. Statements

The following statement are required to be included in the proposal:

1. A statement that this RFP shall be incorporated in its entirety as a part of the Consultant's Proposal.
2. A statement that this RFP and the Consultant's Proposal will jointly become part of the Agreement for Project Related Services for this project when said Agreement is fully executed by the Consultant and the City of Moreno Valley.
3. A statement that the Consultant's Services to be provided, and fees therefore, will be in accordance with the City's RFP except as otherwise specified in the Consultant's Proposal under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."
4. A single and separate section with the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" (if needed) containing a complete and detailed description of all of the exceptions to the provisions and conditions of this RFP upon which the Consultant's Proposal is contingent and which shall take precedent over this RFP.
5. A statement of qualifications applicable to this project including the names, qualifications and proposed duties of the Consultant's Staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses and telephone numbers of the appropriate persons whom the City could contact. If one or more of the Consultant's staff should become unavailable, the Consultant may substitute other staff of at least equal competence only after prior written approval by the City.
6. A statement that the Consultant acknowledges to provide all necessary vehicles, equipment, tools, uniforms, all incidentals for the staff member(s) to perform the required services. Full compensation for providing vehicles, equipment, tools, uniforms, all incidentals shall be considered to be included in the 'Not-to-Exceed' fee as part of the Cost Proposal and no additional compensation will be allowed therefor.
7. A statement that the Consultant acknowledges and understands that the Consultant will provide a qualified alternate plan checker in the event of the primary plan checker is not able to perform the requested services.
8. A statement that the Consultant will document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.
9. A statement that said hourly rate schedule (which is to be included in the Cost Proposal as required below) is part of the Consultant's Proposal.

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10. A statement that the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
11. A statement that all federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations, the strictest shall be adhered to.
12. A statement that the Consultant shall allow all authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this special project. All relevant records shall be retained for at least three years.
13. A statement that the Consultant shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively.
14. A statement that the Consultant shall comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.
15. A statement that the Consultant offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Consultant, without further acknowledgment by the parties.

### III. Termination

- A. If, in the opinion of City, Provider fails to perform or provide prompt, efficient service, City must have the right to terminate or cancel the Agreement upon 5-day's written notice, and pay Provider for the value of the actual work satisfactorily performed to the date of termination.
- B. City shall have the right to terminate or cancel the Agreement upon 30-day's written notice without cause and pay Provider for the value of actual work satisfactorily performed to the date of termination.
- C. These rights are in addition to any other rights that City may have available.

### IV. Civil Code Section 1542 Waiver. Contractor expressly waives any and all rights and benefits conferred upon it by the provisions of Section 1542 of the California Civil Code which reads as follows:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."



RFP # 2022-049 Professional Consultant Services for Plan Check of Preliminary Water Quality Management Plans (P-WQMP) and Final Water Quality Management Plans (F-WQMP)

This waiver shall be effective as a bar to any and all actions, fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind that are known or unknown, or suspected or unsuspected, including, without limitation, claims of entitlements under the California Public Employees' Retirement System (CalPERS) that are only afforded to employees and not independent contractors. Contractor further represents and warrants that it understands this waiver and that if it does not understand this waiver, it shall seek the advice of a qualified attorney before executing this Agreement.

- V. **CalPERS Retiree Disclosure.** Contractor hereby expressly agrees to clearly and conspicuously disclose to City in writing any and all persons working for Contractor who are retirees under the California Public Employees' Retirement System (CalPERS) whom receives a monthly CalPERS retirement allowance, which may provide services to City under the Agreement, prior to such person performing any services hereunder. Nothing herein shall be deemed or interpreted to limit a CalPERS retiree's obligations under applicable law, rules or regulations.

**Continued on Next Page**

RFP # 2022-049 Professional Consultant Services for Plan Check of Preliminary Water Quality Management Plans (P-WQMP) and Final Water Quality Management Plans (F-WQMP)

### Exhibit A: Scope of Services

#### I. General

The City of Moreno Valley seeks the submission of proposals to provide Water Quality Management Plan (WQMP) Plan Check services for the Land Development Division from any and all interested and qualified proposers. These services include providing WQMP Plan Checks for New Development and Significant Redevelopment projects. **The requested services will be on an as-needed basis as determined by the City.** It is the City's intent to award the top-rated firm (Consultant) a professional services contract, which is through the end of Fiscal Year 2022/2023 and may be extended up to four one-year periods, at the City's option.

#### II. Specific

The Consultant must utilize the City's electronic Accela Civic Platform (ACP) with Digital Plan Room (DPR) for reviewing the submitted documents and entering the resulting comments. If the Consultant has not been trained in using this software, the City will require the Consultant to complete a training session prior to commencing any work.

Through ACP, the City will assign the Consultant to the P-WQMP or F-WQMP submitted by the applicant. The Consultant shall provide resulting comments for the first review of the WQMP within 10 business days, 5 business day turnaround for subsequent submittals, of the proper documents being uploaded to ACP. There are no alerts currently set up in ACP to notify when a plan is submitted, so frequent checks in ACP should be conducted to ensure these turnaround times are met.

The P-WQMP submittal shall include the documentation set forth in the approved WQMP Guidance Document including but not limited to a location map, site plan, soils report (if necessary), and other P-WQMP documentation. The current WQMP Guidance Document can be viewed under the Riverside County Flood Control District's website [http://rcflood.org/downloads/NPDES/Documents/SA\\_WQMP/SantaAnaWQMPGuidance.pdf](http://rcflood.org/downloads/NPDES/Documents/SA_WQMP/SantaAnaWQMPGuidance.pdf). Prior to closing out any review comments, the reviewer must ensure the submitted P-WQMP complies with state and local regulations as outlined in the MS4 Permit, City Municipal Code, and internal policies.

When a F-WQMP is submitted for initial review, the City will ensure the Consultant has access to the approved P-WQMP and the final Conditions of Approval. The F-WQMP shall be consistent with the approved P-WQMP, address Conditions of Approval and shall include all elements described in the approved WQMP Guidance Document.

Once it has been determined that the P-WQMP or the F-WQMP is adequate for approval, the Consultant shall follow the ACP/DPR User Guide to approve the document, in addition the Consultant must provide an approval letter to the City.

The consultant shall be available to assist the City with any and all inquiries from the Regional Water Quality Control Board regarding a WQMP that was approved by the Consultant, developers, engineers, WQMP preparers, and City staff. This may include but is not limited to meetings and written responses.

RFP # 2022-049 Professional Consultant Services for Plan Check of Preliminary Water Quality Management Plans (P-WQMP) and Final Water Quality Management Plans (F-WQMP)

**Exhibit B: Pricing (Will not be viewed until after consultant ranking is made and top-ranked consultant is identified. Submit pricing in a separate attachment)**

**I. Hourly Rates\*\*\***

A. Include titles and rates for all staff that could provide services under the contract.

LN	Title of Person Performing Service	Hourly Rate
1		\$
2		\$
3		\$
4		\$
5		\$
6		\$

\*\*\* Attach additional sheets as necessary.

Reviews are to be conducted on an hourly basis. All correspondence and communications with the applicant must be included in the billed hours. This work is to be performed on an hourly basis up to the "Not-to-Exceed" amount indicated below. Reimbursement costs related to vehicle/transportation, mileage, printing, telephone, photograph, postage and delivery, equipment, tools, uniforms, all incidentals are to be included in the hourly rate.

B. A "Not-to-Exceed" amount for each type of submittal outlined below, for the duration of the Agreement from July 1, 2022 to June 30, 2023.

- a. Preliminary WQMP Review (first three reviews) "Not-to-Exceed" amount of \$2,687
- b. Preliminary WQMP Review (subsequent reviews) "Not-to-Exceed" amount of \$630
- c. Basic Final WQMP Review (first three reviews) "Not-to-Exceed" amount of \$931
- d. Basic Final WQMP Review (subsequent reviews) "Not-to-Exceed" amount of \$636

*\*Basic reviews include the following types of projects: Hillside Residential ≤ 9 Units*

- e. Standard Final WQMP Review (first three reviews) "Not-to-Exceed" amount of \$2,712
- f. Standard Final WQMP Review (subsequent reviews) "Not-to-Exceed" amount of \$1,220

*\*Standards reviews include the following types of projects: MFR or SFR (Residential Projects) ≤ 50 Units; Commercial ≤ 2 Ac; Industrial ≤ 1Ac; Automotive ≤ 1Ac; Restaurants ≤ 1Ac; Hillside Development ≤ 1Ac (Except Hillside Residential ≤ 9 Units); Parking Lots ≤ 2 Ac*

- g. Complex Final WQMP Review (first three reviews) "Not-to-Exceed" amount of \$3,797

RFP # 2022-049 Professional Consultant Services for Plan Check of Preliminary Water Quality Management Plans (P-WQMP) and Final Water Quality Management Plans (F-WQMP)

- h. Complex Final WQMP Review (subsequent reviews) "Not-to-Exceed" amount of \$1,547

*\*Complex reviews include the following types of projects: MFR or SFR (Residential Projects) > 50 Units; Commercial > 2 Ac; Industrial > 1 Ac; Automotive > 1Ac; Restaurants > 1Ac; Hillside Development > 1Ac (Except Hillside Residential ≤ 9 Units); Parking Lots > 2 Ac*

*\*Mixed-use projects and/or projects that meet the definition of two or more categories shall be reviewed under the highest applicable review.*

## II. Pricing Terms and Conditions

- A. **Invoice:** See Attachment E for the Sample Invoice. Invoice format must first be approved by City prior to the first invoice submittal. Invoices must be submitted on a monthly basis if services were performed during that period.
- B. **Term:** Is for a one-year base period with up to four one-year optional renewals.
- C. **Additional Charges:** None; do not charge any fees or charges not listed in Exhibit B: Pricing.
- D. **Proposal Pricing:** The awarded Provider's Exhibit B: Pricing, as accepted by City, will be incorporated into the resultant Agreement.

**Attachment A: Required Response Template**

(Bidder's Company Name)

**Instructions:**

Prospective proposers must provide the information requested below and include it in their proposal. City has provided the form as a separate Word document for bidder's use. Use this form or copy and paste it into your own document; in either case, please provide your responses under each of the number points. Do not omit or renumber any sections. Refer to attached documents sparingly and only as necessary; and ensure that any documents referred to are numbered according to the outline below.

**I. Company Information: Name, Contacts, History, Scope of Services**

Please provide the following information about your company:

- A. Your company's full legal name, address, phone, fax, email, website.  
| |
- B. Prior company names (if any) and years in business; mergers, buyouts, etc.  
| |
- C. Organizational structure (i.e. corp., LLC, sole proprietorship, etc.).  
| |
- D. Names and titles of the principal owner(s).  
| |
- E. Person(s) authorized to make commitments for your company.  
| |
- F. Company history, experience, years in business for current company name.  
| |
- G. Annual company revenues for the last three fiscal years.  
| |
- H. Tax ID number.  
| |
- I. The complete scope of services offered by your company.  
| |
- J. The number of clients (including governmental) served in past and present.  
| |
- K. Special qualifications, training, credentials, recognition, or awards.  
| |
- L. Contracts terminated for cause, pending litigation or legal issues.  
| |

**II. Resources: Staffing, Facilities, Equipment**

RFP # 2022-049 Professional Consultant Services for Plan Check of Preliminary Water Quality Management Plans (P-WQMP) and Final Water Quality Management Plans (F-WQMP)

Provide the following information relative to required services:

- A. Names and titles of key management personnel. If proposer is selected, no change in key management personnel shall be made without written request by Consultant and approval by City.  
| |
- B. Team to be assigned for these services.  
| |
- C. Qualifications of specific individuals who will work on the project.  
| |
- D. Amount of time and involvement of key personnel who will be involved in respective portions of the project.  
| |
- E. Resumes of all team members; provide only names and titles only; attach current resumes to proposal.  
| |
- F. Current number of employees: full-time and part-time employees.  
| |
- G. Annual turnover rate of staff.  
| |
- H. Names and details of any subconsultants you propose to use for our contract. If proposer is selected, no change in subconsultants shall be made without written request by Consultant and approval by City.  
| |
- I. Facilities that would be utilized to perform the required work.  
| |
- J. Equipment that would be utilized to perform the required work.  
| |

**III. Required Services: Meeting or Bettering these Requirements**

Provide the following information relative to required services:

- A. Ability to perform specific tasks as outlined in the RFP.  
| |
- B. Reasonableness of your fee to do the work.  
| |
- C. Current resources to meet or better all task and timeline requirements herein.  
| |
- D. Additional resources that might be needed to meet or better all task and timeline requirements of this request.

RFP # 2022-049 Professional Consultant Services for Plan Check of Preliminary Water Quality Management Plans (P-WQMP) and Final Water Quality Management Plans (F-WQMP)

E. How quickly could you provide additional, extra trained staff if requested by City for additional work beyond the original scope of services?

F. How quickly can you begin providing services if awarded the contract?

G. Details of any improvement or upgrades your firm has designed or implemented.

**IV. Demonstrated and Technical Experience**

Please describe your company's:

A. Demonstrated record of success on work previously performed.

B. Specific method and techniques to be employed on the project or problem.

**V. Work Plan**

Taking all circumstances, current conditions, and required preparations into consideration, describe in detail, your proposed work plan for delivering the services required by this RFP, including, but not limited to;

A. How you will schedule professional and staff to ensure milestones and deadlines are met?

B. Provide required response time to the urgent service requests.

C. How you will make up for work-hours lost (and resulting backlog that may occur) due to various unforeseen situations that may prohibit work on a specific day.

D. Provide any other relevant information that you believe would benefit City for the requested services.

**Submitted by:**

Company Name \_\_\_\_\_

Contact Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Email \_\_\_\_\_

Phone \_\_\_\_\_

Date \_\_\_\_\_

RFP # 2022-049 Professional Consultant Services for Plan Check of Preliminary Water Quality Management Plans (P-WQMP) and Final Water Quality Management Plans (F-WQMP)

**Attachment B: Special Provisions**

All items below apply to this bid proposal:

Hold Harmless and Indemnification: The successful bidder hereby agrees to indemnify, defend, and hold harmless City (including its officials, officers, agents, employees, and representatives) from and against any and all claims of any kind or nature presented against City arising out of vendor's (including vendor's employees, representatives, and subcontractors) performance under this agreement, excepting only such claims, costs or liability which may arise out of the sole negligence or willful misconduct of City.

Insurance Provisions: Unless otherwise stated in the RFP specifications, the following insurance requirements apply:

1. Comprehensive General Liability Insurance: (include products liability) \$1,000,000 per occurrence.
2. Auto Liability Insurance: \$1,000,000 per occurrence, combined single limit (CSL).
3. Workers' Compensation Insurance: as required by State statutes.
4. Employer's Liability Insurance: \$1,000,000 per accident; \$1,000,000 policy limit for disease.
5. All policies of insurance must provide for a minimum of thirty (30) days written notice of any change or cancellation of the policy.
6. Insurance policies to be in a form ad written through companies acceptable to City; and must include those endorsements which are necessary to extend coverage which is appropriate to the nature of the agreement.

Affirmative Action: In support of Affirmative Action, City requires all suppliers to comply with Title VII of the Civil Right Act of 1964, as amended, the Civil Rights Act of 1992, and all federal, state, and municipal laws and regulations pertaining thereto. In addition, successful bidders must certify prior to award of contracts in excess of \$50,000 that they have a written affirmative action plan in compliance with the above laws and regulations, and such plan may be reviewed by City. Said Certification may be made by signing below:

Certified to above - FIRM: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

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

Exceptions: If your company is taking exception to any of the specifications, terms or conditions (including insurance, indemnification and/or proposed contract language) stated in this Request for Proposal, please indicate below and describe details: (check any that apply).

- \_\_\_\_\_ No exceptions taken
- \_\_\_\_\_ Exception taken to the scope of work or specifications
- \_\_\_\_\_ Exception taken to indemnification and insurance requirements
- \_\_\_\_\_ Exception to proposed contract language
- \_\_\_\_\_ Other

Attachment: Agreement for Project Related Services - CWE (5787) : AUTHORIZATION TO AWARD AGREEMENTS FOR PROJECT RELATED



RFP # 2022-049 Professional Consultant Services for Plan Check of Preliminary Water Quality Management Plans (P-WQMP) and Final Water Quality Management Plans (F-WQMP)

Please explain any of the checked items:

\_\_\_\_\_  
\_\_\_\_\_

Note: Taking exception to City's requirements without approval of City prior to submission of your proposal may be cause for rejection of the proposal.

PROPOSING FIRM: \_\_\_\_\_ DATE: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

**SIGNATURE OF REPRESENTATIVE:** \_\_\_\_\_

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

INSTRUCTION REGARDING SIGNATURE: If bidder is an individual, state "Sole Owner" after signature. If bidder is a partnership, signature must be by a general partner, so stated after "Title". Names of all other partners and their business addresses must be shown below. If bidder is a corporation, signature must be by an authorized officer, so stated after "Title", and the names of the President and Secretary and their business addresses must be shown below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(CONTINUED ON NEXT PAGE)

RFP # 2022-049 Professional Consultant Services for Plan Check of Preliminary Water Quality Management Plans (P-WQMP) and Final Water Quality Management Plans (F-WQMP)

Attachment C: Client References

(Bidder's Company Name)

1. Client's Company Name:		
Client Address:		
Contact's Name:		
Contact's Title:		
Contact's Telephone & FAX:		
Contact's Email:		
Scope of Services/Products Provided:		
Project Completion Date & Value:		
2. Client's Company Name:		
Client Address:		
Contact's Name:		
Contact's Title:		
Contact's Telephone & FAX:		
Contact's Email:		
Scope of Services/Products Provided:		
Project Completion Date & Value:		
3. Client's Company Name:		
Client Address:		
Contact's Name:		
Contact's Title:		
Contact's Telephone & FAX:		
Contact's Email:		
Scope of Services/Products Provided:		
Project Completion Date & Value:		
4. Client's Company Name:		
Client Address:		
Contact's Name:		
Contact's Title:		
Contact's Telephone & FAX:		
Contact's Email:		
Scope of Services/Products Provided:		
Project Completion Date & Value:		

Duplicate this form as necessary to complete list.

RFP # 2022-049 Professional Consultant Services for Plan Check of Preliminary Water Quality Management Plans (P-WQMP) and Final Water Quality Management Plans (F-WQMP)

**Attachment D: Non-Collusion Affidavit**

Note: To be executed by Proposer and submitted with proposal.

State of \_\_\_\_\_  
(the State of the place of business)

County of \_\_\_\_\_  
(the County of the place of business)

\_\_\_\_\_, being first duly sworn, deposes and  
(name of the person signing this form)

says that he/she is \_\_\_\_\_ of  
(title of the person signing this form)

\_\_\_\_\_, the party making the foregoing bid  
(name of bidding company)

that such bid is not made in the interest of or on the behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner directly or indirectly sought by agreement, communication, or conference with anyone to fix the bid price of said bidder or of any other bidder or to fix any overhead profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in such bid are true, and further, that said bidder has not directly or indirectly submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to any person or persons as have a partnership or other financial interest with said bidder in the general business.

By: \_\_\_\_\_  
(signature)

Printed Name: \_\_\_\_\_  
(name of the person signing this form)

Title: \_\_\_\_\_  
(title of the person signing this form)

Notary is required for this bid.

RFP # 2022-049 Professional Consultant Services for Plan Check of Preliminary Water Quality Management Plans (P-WQMP) and Final Water Quality Management Plans (F-WQMP)

**Attachment E: Sample Invoice**

<b>Consultant Name/Address/Phone</b>			
<b>City of Moreno Valley</b> <b>Accounts Payable</b> <b>P.O. Box 88005</b> <b>Moreno Valley, CA 92552</b>	<b>Date:</b> 8/15/22 <b>Invoice No.:</b> 123456		
<b>PW/Land Development Division - Professional Consultant Services for Plan Check of P-WQMPs and F-WQMPs</b>			
<b>Purchase Order No.:</b> _____			
<b>Billing Period:</b> <u>July 1, 2022 through June 30, 2023</u>			
<u>Description of Service Performed/Personnel*</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
<b>P-WQMP – 1<sup>st</sup> Review – LWQ21-XXXX</b>			
WQMP Plan Reviewer John Smith	6.0	\$125.00	\$750.00
<b>F-WQMP – 4<sup>th</sup> Review – LWQ22-XXXX</b>			
<input type="checkbox"/> Basic <input checked="" type="checkbox"/> Standard <input type="checkbox"/> Complex			
WQMP Plan Reviewer Jane Smith	5.0	\$75.00	\$375.00
<b>Total Invoice</b>			<b>\$1,125.00</b>
<i>*See attached spreadsheet with supporting detail.</i>			
<b>Billings to date:</b>	<u>Current</u>	<u>Prior</u>	<u>Total</u>
<b>Total Billings</b>	\$1,125.00	\$0.00	\$1,125.00
<b>Budget</b>			\$25,000.00
<b>Remaining</b>			\$23,875.00

Attachment: Agreement for Project Related Services - CWE (5787 : AUTHORIZATION TO AWARD AGREEMENTS FOR PROJECT RELATED

RFP # 2022-049 Professional Consultant Services for Plan Check of Preliminary Water Quality Management Plans (P-WQMP) and Final Water Quality Management Plans (F-WQMP)

**Attachment F: Sample Template of Agreement for Project Related Services**

**(See PlanetBids Documents & Attachment Tab)**

**Attachment: Agreement for Project Related Services - CWE (5787 : AUTHORIZATION TO AWARD AGREEMENTS FOR PROJECT RELATED**

**EXHIBIT B**



Creating  
a Better  
Tomorrow,  
**TODAY**™

Proposal for  
**Professional Consultant Services  
for P-WQMPs and F-WQMPs  
#2022-049**

A photograph of a modern city hall building with a large glass entrance and palm trees in the foreground. The words 'CITY HALL' are visible above the entrance.

**CITY HALL**

Submitted to:  
City of Moreno Valley

March 29, 2022



*Creating a Better Tomorrow, Today™*

Attachment: Agreement for Project Related Services - CWI (5787) : AUTHORIZATION TO AWARD AGREEMENTS FOR PROJECT RELATED

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# Appendices

- Appendix A      Samples of Work, Queries, Reports, and Forms
- Appendix B      Sample of Ongoing Support and Services Agreements
- Appendix C      Statements







**CWE**  
 1561 E. ORANGETHORPE AVENUE  
 SUITE 240  
 FULLERTON, CA 92831-5202  
 (714) 526-7500 PHONE  
 (714) 526-7004 FAX  
 www.cwecorp.com

March 29, 2022

City of Moreno Valley  
 14177 Frederick Street  
 Moreno Valley, California 92553

**1. Executive Summary**  
**Proposal to Provide Professional Consultant Services for Plan Check of Preliminary (P-WQMPs) and Final Water Quality Management Plans (F-WQMPs), RFP #2022-049**

To Whom It May Concern,

CWE is an exceptional leader in the delivery of award-winning stormwater management, environmental engineering, water resources, and civil infrastructure services to enhance the quality of life in local communities. Esteemed clients, such as the City of Moreno Valley (City), recognize and value the high-quality services and solutions provided by our outstanding industry leaders and prodigious rising stars.

<b>Company</b>	CWE; 1561 E. Orangethorpe Avenue, Suite 240, Fullerton, California 92831; (714) 526-7500 (phone); (714) 526-7004 (fax); info@cwecorp.com; www.cwecorp.com
<b>Prior Names</b>	California Watershed Engineering
<b>Organizational Structure</b>	S Corporation
<b>Principal Owners and Authorized Persons</b>	Vik Bapna, Principal/Chief Executive Officer Jason Pereira, Principal/President/Secretary
<b>Company Experience</b>	CWE has performed approximately 320 P-WQMP and F-WQMP plan checks associated with new development and significant redevelopment projects for the City since 2010, per the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit, Riverside County Low Impact Development (LID) Best Management Practices (BMP) Design Manual, and the Guidance Manual. In total, CWE has provided over 650 plan checks to municipal clients since our incorporation in 2006.
<b>Employees</b>	Company Total: 36; Key Personnel Total: 5

CWE is pleased to submit this proposal as a promise to provide the leadership, commitment, and proven successful track record performing preliminary and final WQMP plan check reviews for the City. We look forward to maintaining our solid relationship with you and welcome the opportunity to further discuss our plan check qualifications. CWE takes no exceptions to any part of the City's scope, specifications, terms, or conditions. If you have any questions or require additional information, please contact me at (714) 526-7500 Ext. 212 or vbapna@cwecorp.com.

Respectfully submitted,

**CWE**

Vik Bapna, PE, ENV SP, CPSWQ, QSD/P  
 Principal



## 2. Supplementary Company Information

CWE was founded to provide highly specialized stormwater management and regulatory assistance services to public agencies. We have extensive experience assisting municipal agencies with the plan check review of Water Quality Management Plans (WQMPs); Standard Urban Stormwater Mitigation Plans (SUSMPs), which are the Los Angeles County equivalent of a WQMP, and Low Impact Development (LID) Plans for compliance with applicable standards. We have provided similar services for over 50 municipalities in Southern California alone. Our unique expertise has and will continue to benefit the City of Moreno Valley (City) with thorough and comprehensive services, time and money saved, and the peace of mind that comes with entrusting your complex work to capable professionals.

**CWE has  
completed  
over 650  
plan checks  
in the last 16  
years**

We have included relevant projects below in addition to what we provided in the Client References form on page 26.

**City of Fontana Water Quality Management Plan Handbook** CWE created a WQMP handbook to help streamline the WQMP process and educate City staff and developers. The handbook is a document summarizing the guidelines associated with the San Bernardino County WQMP template and provides information specific to the City. The document covers basic WQMP requirements, such as the thresholds that identify whom must develop a WQMP and how the WQMP is to be developed; identify the City's pre-approved treatment methods based on City's maintenance preferences and what the City believes the contractors are capable of adequately maintaining; other processes associated with WQMP submittals, such as the process for when a WQMP is submitted with entitlement applications; and a process for seeking approval of Best Management Practices (BMPs) not identified as a pre-approved treatment method. CWE revised and updated the City's existing tri-fold informational handout, which was distributed to City staff and developers to educate them on WQMP requirements and processes.

### **San Bernardino County Department of Public Works Post-Construction BMP Inspections**

CWE assisted the San Bernardino County Department of Public Works by performing inspections of discretionary projects to verify that WQMP features were being installed in accordance with the approved WQMP and grading plans and suggested BMP design provisions in the California Stormwater Quality Association (CASQA) Stormwater BMP Handbook – *New Development and Redevelopment*. CWE's inspections ensured that BMPs were installed properly per the approved plans and functioned as intended. These post-construction BMP inspections assisted the County of San Bernardino with the San Bernardino County Municipal Separate Storm Sewer System (MS4) NPDES Permit's New Development and Redevelopment Program compliance. Tasks performed included identifying observed WQMP deficiencies for design flaws, vector breeding issues, inadequate infiltration, safety concerns, or other site conditions that prevent construction of WQMP features. For projects that required modification, detailed reports were prepared with redesign recommendations and suggestions. For projects that demonstrated the WQMP features were constructed in substantial conformance with the WQMP and grading plans, a certification statement signed by a Civil Engineer was prepared prior to the issuance of a Notice of Occupancy.

**City of Tustin On-Call WQMP Plan Check Services** CWE performed plan reviews for WQMPs, grading plans, soils investigations, engineering drawings, calculations, and hydrogeology documents for the City of Tustin. Plans were reviewed for conformance with federal, state, and local ordinances, and the NPDES MS4 Permit. Plan checks were completed and returned in as few as five days.

### 3. Professional Team Assignments



Since 2006, **CWE's** trusted and distinguished stormwater infrastructure, environmental engineering, water resources, and civil engineering services have enhanced the quality of life of our esteemed communities. We are privileged to have served over 250 public municipalities, utility companies, private businesses, and federal agencies who have benefitted from our promise of **Creating a Better Tomorrow, Today™**, including the City of Moreno Valley. We bring the knowledge, mastery, and commitment necessary to help the City complete

preliminary (P-WQMP) and final Water Quality Management Plan (F-WQMP) plan check reviews, streamlined using the Accela Civil Platform (ACP) with Digital Plan Room (DPR) software our staff are already familiar with. Our award-winning industry leaders actively work to cultivate the engineering protégés and environmental stewards of tomorrow to deliver forward-thinking results to enhance the communities we live, work, and play in, leaving them better for the next generation. This is the CWE standard. We are a Small Business Enterprise (**SBE**).

#### 3.1 Team

**Steven Bell, PE, ENV SP, CFM, QSD is CWE's designated Project Manager.** He will oversee the CWE team's successful delivery of the City's Scope of Services and is the primary point of contact. Steven has 17 years of professional experience in the engineering and construction of civil engineering projects, and is well-versed in the rules, regulations, and guidelines that impact the development of WQMPs and provides expert-level reviews with meticulous attention to detail. He has prepared reports on behalf of private, state, local, and tribal clients in order to achieve compliance with applicable regulations. Steven has performed numerous plan check reviews of WQMPs, SUSMPs, LID Plans, Stormwater Pollution Prevention Plans (SWPPPs), Water Pollution Control Plans (WPCPs), and grading and erosion control plans. He provided thorough plan check services on a portion of the approximate 320 Preliminary and Final WQMPs for the City of Moreno Valley (all of which were performed within a contracted 10-day turnaround timeframe), and as such has significant experience with utilizing the City's ACP/DPR software.



**Steven Bell reviews a WQMP for the City of Moreno Valley in 2019.**



**Katie Harrel  
PE, ENV SP, QSD/P**

**Katie Harrel is our Quality Assurance/Quality Control (QA/QC) Manager.** She is a talented engineer with a decade of experience preparing and performing numerous plan check reviews of WQMPs, civil design plans, LID Plans, SWPPPs, and grading and erosion control plans for the Cities of Moreno Valley, Tustin, La Cañada Flintridge, and many other local public agencies. Katie has providing plan check services on a portion of the approximate 320 Preliminary and Final WQMPs for the City of Moreno Valley, and has experience utilizing the City's ACP/DPR software. Additionally, she has prepared design plans for a variety of civil design projects, including stormwater and parks and recreation projects. Katie has also conducted stormwater compliance inspections and sampling; prepared pollution prevention assessments and reports; performed hydrologic and hydraulic studies; modeled hydrologic and hydraulic conditions; and developed watershed management programs for California municipalities.

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**Vik Bapna is our Principal-in-Charge.** He is a cofounder of CWE and is widely regarded as an expert in the development of multiuse projects that improve water quality, reduce pollutants of concern, and enhance local communities. With more than three decades of professional experience, he has managed over \$1 billion in large scale, multi-disciplinary projects for federal, state, and municipal agencies. Vik has performed numerous plan check reviews for WQMPs, SUSMPs, SWPPPs, and design plans; designed innovative structural treatment control BMPs; developed local and regional multi-benefit water quality enhancement projects; and prepared watershed management and Total Maximum Daily Load (TMDL) Implementation Plans to mitigate urban and stormwater runoff. Vik previously served as the QA/QC Manager on CWE's recent P-WQMP and F-WQMP plan check review contract with the City of Moreno Valley.



**Vik Bapna**  
PE, ENV SP, CPSWQ,  
QSD/P

**Nan Jia is our Plan Check Support.** She has five years of experience in technical report writing, database management, water quality monitoring, and water quality data analysis. Her duties have included preparing compliance documents, including: SWPPPs, Exceedance Response Action (ERA) Plans, and MS4 Program Effectiveness Assessment Annual Reports; compiling and reviewing data in clients' preferred database programs; preparing water quality monitoring data into California Environmental Data Exchange Network (CEDEN) format and using Excel to conduct statistical data analysis; and leading water quality studies, such as pollutant load analysis for runoff diversion project and BMP effectiveness studies for green street projects. Nan has assisted in providing plan check services on a portion of the approximate 320 Preliminary and Final WQMPs for the City of Moreno Valley, and as such has experience utilizing the City's ACP/DPR software.



**Nan Jia**  
PE, QSD/P

**Aaron Esparza-Almaraz is our Plan Check Support.** He is a recent graduate with specialization in water resources engineering, groundwater hydrology, watershed modeling, and open channel fluid mechanicals. Aaron assists licensed engineers performing redlines, quantities, plotting, and utility base mapping; creating and updating utility coordination sheets; assisting with roadway drainage design and analysis; and drafting and editing typical roadway sections, profile views, exhibits, and superelevation diagrams. He is also proficient in Civil 3D and Microstation, Bluebeam, Hydraflow, EPANet, Matlab, and ArcMAP.



**Aaron Esparza-Almaraz**  
EIT

All personnel shown above are expected to remain in service until completion of the contract.

### 3.2 Resumes

Full resumes of our personnel are provided on the following pages.

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## Steven Bell, PE, ENV SP, CFM, QSD

### Project Manager/Plan Check Lead

**Years of Experience**

17

**Education**MS, Civil Engineering,  
University of OklahomaBS, Civil Engineering, University  
of Oklahoma**Registrations**

Civil Engineer, CA, 81531

Envision™ Sustainability  
Professional, 30283Certified Floodplain Manager,  
US-19-11240Qualified SWPPP Developer,  
C81531**RELEVANT EXPERIENCE**

**City of Moreno Valley NPDES Consulting and WQMP Plan Check Services** Senior Engineer assisting the City of Moreno Valley with on-call stormwater management services to ensure compliance with the Riverside County Municipal NPDES Stormwater Permit, Construction General Permit (CGP), and bacteria and nutrient TMDLs for the Santa Ana River Watershed. Responsibilities include reviewing a portion of over 320 P-WQMPs and F-WQMPs associated with new development and significant redevelopment projects, program management, regulatory support, public education, preparation of stormwater guidance materials, stormwater compliance inspections, municipal staff training, and review and recommendation of modifications to the City's standard plans, details, codes, and ordinances to ensure compliance.

**Orange County Public Works Plan Check Services** Senior Engineer providing WQMP plan check review services to Orange County Public Works (OCPW). Steve is responsible for managing the WQMP plan check processes, including communication with OCPW Environmental Resources, reviewing submissions, assigning tasks to staff, crafting appropriate responses, creating redlined documents, and preparing response checklists. Steve has also set up conferences between plan preparers, plan check staff, and OCPW Environmental Resources personnel as needed.

**Orange County Public Works Brea Canyon Road Widening WQMP** Task Manager responsible for developing the WQMP to describe processes and strategies that must be implemented as part of this road widening project to mitigate the negative effects of impervious area to site hydrology, runoff flow rates, and water quality pollutant loads. The project will widen Brea Boulevard and Brea Canyon Road from two to four lanes and include bike lanes, sidewalks, a median barrier, and three new bridges over Brea Creek, and will require the creation of new impervious area and replacement of existing impervious surfaces. As this street project will create 5,000 square feet or more of new or replaced impervious surfaces, it is classified as a Priority Development Project under the jurisdiction of the Santa Ana Regional Water Quality Control Board (RWQCB). As part of the Project plan development process, both a P-WQMP and F-WQMP will be required to be developed. The P-WQMP and F-WQMP will each show proposed site design, source control, and hydromodification BMPs on a BMP exhibit. The WQMP documents will also include a narrative describing the site and watershed characteristics, a drainage plan delineating each drainage management area and calculations for sizing the BMPs.

**Mark Thomas & Company, Inc. Orange County Parks Department William R. Mason Regional Park WQMP** Task Manager preparing Preliminary and Final WQMPs for William R. Mason Regional Park Entry Driveway and Roadway Improvements Project in the City of Irvine. The Project consists of demolishing existing pavement, regrading, and repaving the entrance area to the park, and involves both a change in the line and grade of the existing pavement and the addition or replacement of 10,000 square feet or more of impervious surfaces. The project is classified as a green street project, and creative water quality infrastructure strategies, including pervious paving and landscaped infiltration basins, are being implemented in the design. As part of the Project plan development process, both a P-WQMP and F-WQMP are being developed. The P-WQMP and F-WQMP show proposed site design, source control, and hydromodification BMPs on a BMP exhibit. The WQMP

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documents include a narrative describing the site and watershed characteristics, a drainage plan delineating each drainage management area, and calculations for sizing the BMPs.

**Orange County Public Works Modjeska Grade Road and Drainage Improvements**

**WQMP** Plan Check Lead for the P-WQMP for a project that addressed critical pavement and drainage deficiencies along Modjeska Grade Road in Silverado, California. This project reconstructed the asphalt concrete pavement by removing the existing structural section and installing a new one. A WQMP was required as the project was a green street disturbing a total project area of 5.90 acres.

**Yorba Linda Town Center Infrastructure Improvements Project** Senior Engineer for stormwater management services provided to the City of Yorba Linda for a project to develop a 27-acre area within downtown Yorba Linda and include street widening and upgrades to existing facilities. Tasks included preparation of a WQMP to meet the City's requirements, developing an erosion control and SWPPP program plan, providing bioretention reduction calculations, and attending meetings with the City.

**City of Anaheim Ball Road Drain Improvements WQMP** Senior Engineer providing 85<sup>th</sup> percentile volume calculations for a water quality analysis for the Ball Road Stormwater Diversion Project report, which addresses concerns about potential stormwater runoff impacting Orange County Transportation Authority (OCTA) property. Reviewed findings after the City of Anaheim gathered and provided the Ball Road Storm Drain drainage area map and identified and characterized the size and amounts of various land use within the watershed, and characterized potential pollutant loads drainage may generate. Prepared a brief memorandum that identified the findings to evaluate potential pollutants expected in runoff data from this watershed.

**City of Huntington Beach Brookhurst and Adams Street WQMP and SWPPP** Senior Engineer for WQMP and SWPPP preparation services provided to the City of Huntington Beach to meet stormwater discharge requirements under the 2009 Orange County Municipal Stormwater NPDES Permit and the CGP. Tasks include: preparing a SWPPP showing project boundaries, locations of landscaping, streets, curb and gutter, erosion control measures, existing and proposed right-of-way, surface waters, areas known for potential hazards including soil and groundwater contamination, and Alquist-Priolo fault zones; and gathering preliminary site assessment information.

**Placentia-Harvill LLC, Truck Maintenance and Fuel Facility** Senior Engineer for the design, planning, environmental, and engineering services of the Placentia and Harvill, LLC Truck Maintenance and Fuel Facility, located on the Southeast corner of Harvill and Placentia Avenues in Mead Valley. The project includes a 14,000-square-foot maintenance facility, a 5,000-square-foot fuel island area, design of 543 feet of private storm drains and onsite utility connections, accommodations for 433 vehicles/trucks/trailers, and the design of two bioretention basins with a total volume of over 3.2 acre-feet. Additional environmental permits were acquired in line with State and Federal regulations, due to truck maintenance and fueling activities. Tasks performed include hydrology and hydraulics modeling, making revisions to the preliminary WQMP, submitting the final WQMP, and providing reports to get necessary permitting from the state and County.

**Tuttle Engineering Luiseño Village WQMP and SWPPP** Senior Engineer for the preparation of a WQMP for the proposed development of Luiseño Village in San Jacinto that meet NPDES MS4 Permit requirements applicable to the Riverside County Flood Control and Water Conservation District (RCFCWCD). Tasks include drafting the WQMP site plan, providing QA/QC, and calculating Hydrologic Conditions of Concern (HCOC). Additional tasks included preparing a project-specific SWPPP by a Qualified SWPPP Developer (QSD), developing Permit Registration Documents (PRDs) and uploaded to the State Water Regional Control Board's (SWRCB's) Stormwater Multiple Application and Report Tracking System (SMARTS).

## **Katie Harrel, PE, ENV SP, QSD**

### **QA/QC Manager**

### **RELEVANT EXPERIENCE**

**City of Moreno Valley NPDES Consulting and WQMP Plan Check Services** Project Manager assisting the City of Moreno Valley with on-call stormwater management services to ensure compliance with the Riverside County Municipal NPDES Stormwater Permit, CGP, and bacteria and nutrient TMDLs for the Santa Ana River Watershed. Responsibilities included program management; regulatory support; public education; preparation of stormwater guidance materials; review and recommendation of modifications to the City's standard plans, details, codes, and ordinances to ensure compliance; plan check review of a portion of over 320 P-WQMPs and F-WQMPs associated with New Development and Significant Redevelopment projects; stormwater compliance inspections; and municipal staff training.

**City of Fontana WQMP Handbook** Project Engineer responsible for creating a WQMP handbook to help streamline the WQMP process and educate City staff and developers. The handbook is an easy-to-use document that summarizes the guidelines associated with the San Bernardino County WQMP template and provides information specific to the City. The document covers basic WQMP requirements, such as the thresholds that identify whom must develop a WQMP and how the WQMP is to be developed; identify the City's pre-approved treatment methods based on the City's maintenance preferences and what the City believes the contractors are capable of adequately maintaining; other processes associated with WQMP submittals, such as the process for when a WQMP is submitted with entitlement applications; and a process for seeking approval of BMPs not identified as a City pre-approved treatment method.

**City of Tustin WQMP Plan Check Services** Staff Engineer for plan check reviews for WQMPs, grading plans, soils investigations, engineering drawings, calculations, and hydrogeology documents for the City of Tustin. Plans are reviewed for conformance with federal, state, and local ordinances, and the NPDES Permit.

**City of Yorba Linda Town Center Infrastructure Improvements SWPPP** Staff Engineer for stormwater management services provided to the City of Yorba Linda for a project to develop a 27-acre area within downtown Yorba Linda and include street widening and upgrades to existing facilities. Tasks included preparation of a WQMP to meet the City's requirements, the development of an erosion control and SWPPP program plan, and attending meetings with the City of Yorba Linda.

**San Bernardino County Flood Control District Post-Construction BMP Inspections** Assistant Engineer for the inspection of discretionary projects to verify that WQMP features are being installed in accordance with the approved grading and WQMP plans and suggested BMP design provisions in the CASQA Stormwater BMP Handbook – *New Development and Redevelopment*. Inspections performed ensure that BMPs are installed properly per the approved plans and function as intended. These post-construction BMP inspections assist the County of San Bernardino with compliance of the San Bernardino County Municipal NPDES Permit's New Development and Significant Redevelopment Program. Tasks performed included identifying observed WQMP deficiencies for design flaws, vector breeding issues, inadequate infiltration, safety concerns, or other site conditions that prevent



#### **Years of Experience**

10

#### **Education**

MS, Civil Engineering, California State University, Long Beach

BS, Civil Engineering, California State University, Long Beach

#### **Registrations**

Civil Engineer, CA, 85752

Envision™ Sustainability Professional, 23336

Qualified SWPPP Developer, C85752

#### **Awards and Recognition**

*Civil + Structural* magazine, "Rising Star," 2018

Orange County Engineering Council, "Young Engineer Award," 2015

*Storm Water Solutions* magazine, "Rising Star," 2015

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construction of WQMP features. For projects requiring modification, detailed reports were prepared with redesign recommendations and suggestions. For projects demonstrating that the WQMP features had been constructed in substantial conformance with the grading and WQMP plans, an Engineer's Certification Statement was prepared prior to the issuance of a Notice of Occupancy.

**City of La Cañada Flintridge Municipal NPDES Permit Plan Check Services** Staff Engineer responsible for assisting the City of La Cañada Flintridge with Los Angeles County Municipal NPDES Stormwater Permit and CGP compliance. Services included: stormwater guidance document preparation, Development Planning Program implementation, managing over 75 SWPPP, SUSMP, and CEQA document plan check reviews, preparing conditions of approval for priority planning projects, performing stormwater compliance inspections, and developing an electronic tracking database for construction projects.

**City of Huntington Beach Brookhurst and Adams Street WQMP** Staff Engineer for WQMP preparation services provided to the City of Huntington Beach. Tasks included: preparing a WQMP site plan showing project boundaries, locations of landscaping, streets, curb and gutter, storm drainage system, direction of surface drainage, existing and proposed right-of-way, surface waters, areas known for potential hazards including soil and groundwater contamination, and Alquist-Priolo fault zones; gathered preliminary site assessment information including locating the most proximate and downstream receiving waters and any associated impairments and identified pollutants and hydrologic conditions of concern; conducted an LID feasibility analysis; performed Hydromodification control BMPs and calculations; and determined parties responsible for operation and maintenance of proposed BMPs.

**City of Carson Stormwater Management and Civil Engineering Services** Staff Engineer responsible for providing services to comply with the Industrial General Permit (IGP), Los Angeles County Municipal NPDES Stormwater Permit, CGP, and Los Angeles River and Dominguez Channel TMDLs. Performed a nutrient source identification study, which involved the inspection of nurseries and other industrial/commercial facilities. Responsibilities included SWPPP and SUSMP plan check reviews, Development Planning and Construction Program implementation, City Yard post-construction BMP retrofit investigation, technical review of the Machado Lake Toxics TMDL, development of a City-specific Metals TMDL Implementation Plan, and a watershed boundary analysis to determine the City's funding and preparation obligations for the Los Angeles River Metals TMDL Implementation Plan.

**City of Santa Clarita NPDES Permit Compliance Services** Staff Engineer assisting with NPDES Permit implementation services to ensure compliance with the Los Angeles County Municipal NPDES Stormwater Permit and CGP. Responsibilities include program management, regulatory support, attending Los Angeles County Executive Advisory Committee meetings, public education, construction site stormwater compliance inspections, SWPPP and SUSMP plan check reviews, industrial/commercial facility inspections, municipal staff training, staff augmentation, assistance with the NPDES Permit Program audits conducted by the RWQCB and United States Environmental Protection Agency (EPA); and annual reporting.

**Terra Universal WQMP** Staff Engineer responsible for the development and preparation of a WQMP for Terra Universal, a manufacturer of standard and custom cleanroom/laboratory equipment and supplies for critical environments. The City of Fullerton/Santa Ana Region Non-Priority Project Water Quality Plan Template was used to ensure compliance with Orange County Drainage Management Plan (DAMP) and the NPDES Permit.

**Private Fire Station General Plan Amendment WQMP** Assistant Engineer for the preparation of a WQMP that would provide site design and source control BMPs that met County of Riverside guidelines. Tasks included: providing two sets of a narrative WQMP compliance report; providing two sets of site plans identifying educational materials and training, site design, and source control BMPs; and submittal to the County of Riverside for review and approval.



## Vik Bapna, PE, ENV SP, CPSWQ, QSD/P

### Principal-in-Charge

#### RELEVANT EXPERIENCE

**City of Moreno Valley NPDES Consulting and WQMP Plan Check Services** Project Manager and Principal assisting the City of Moreno Valley with on-call stormwater management services to ensure compliance with the Riverside County Municipal NPDES Stormwater Permit, CGP, and bacteria and nutrient TMDLs for the Santa Ana River Watershed. Responsibilities include program management; regulatory support; public education; preparation of stormwater guidance materials; review and recommendation of modifications to the City's standard plans, details, codes, and ordinances to ensure compliance; plan check review of a portion of over 320 P-WQMPs and F-WQMPs associated with New Development and Significant Redevelopment projects; stormwater compliance inspections; and municipal staff training.

**City of Fontana WQMP Handbook** Project Manager responsible for creating a WQMP handbook to help streamline the WQMP process and educate City staff and developers. The handbook is an easy-to-use document that summarizes the guidelines associated with the San Bernardino County WQMP template and provides information specific to the City. The document covers basic WQMP requirements, such as the thresholds that identify whom must develop a WQMP and how the WQMP is to be developed; identify the City's pre-approved treatment methods based on the City's maintenance preferences and what the City believes the contractors are capable of adequately maintaining; other processes associated with WQMP submittals, such as the process for when a WQMP is submitted with entitlement applications; and a process for seeking approval of BMPs not identified as a City pre-approved treatment method.

**City of Tustin On-Call Plan Check Services** Project Manager for plan check reviews for WQMPs, grading plans, soils investigations, engineering drawings, calculations, and hydrogeology documents for the City of Tustin. Plans are reviewed for conformance with federal, state, and local ordinances, and the NPDES Permit.

**City of Santa Clarita Stormwater Management Implementation Assistance** Principal for the implementation of Stormwater Management Programs to comply with the Los Angeles County Municipal NPDES Stormwater Permit and CGP. Tasks performed included: SWPPP reviews for public and private construction projects; SUSMP reviews for new development and redevelopment projects; meeting with developers, architects, and engineers to assist with the identification of opportunities to integrate stormwater BMPs and LID strategies into project plans; and post-construction BMP inspection prior to the issuance of a Certificate of Occupancy.

**City of La Cañada Flintridge Municipal NPDES Permit Plan Check Services** Project Manager assisting the City of La Cañada Flintridge with Los Angeles County Municipal NPDES Stormwater Permit and CGP compliance. Managing services involving stormwater guidance document preparation, Development Planning Program implementation, managing over 75 SWPPP, SUSMP, and CEQA document plan check reviews, preparing conditions of approval for priority planning projects, performing stormwater compliance inspections, and developing an electronic tracking database for construction projects.



#### Years of Experience

32

#### Education

BS, Civil Engineering,  
New Jersey Institute of  
Technology

#### Registrations

Civil Engineer, CA, 52060

Envision™ Sustainability  
Professional, 18196

Certified Professional in Storm  
Water Quality, 543

Qualified SWPPP Developer/  
Practitioner, 368

#### Awards and Recognition

Orange County Engineering  
Council, "Outstanding  
Engineering Merit Award," 2015

*Storm Water Solutions*  
magazine, "Industry Icon," 2015

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Attachment: Agreement for Project Related Services - CWE (5787) : AUTHORIZATION TO AWARD AGREEMENTS FOR PROJECT RELATED

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**City of Carson Stormwater Management and Civil Engineering Services** Project Manager for stormwater management and engineering services to comply with the Los Angeles County Municipal NPDES Stormwater Permit, CGP, and Los Angeles River and Dominguez Channel TMDLs. Responsibilities included program management, representation at the Los Angeles River Watershed Management Committee and Los Angeles River Jurisdictional Group 1 Metals TMDL meetings, Development Planning and Construction Program implementation, SWPPP and SUSMP plan check reviews, City Yard post-construction BMP retrofit investigation, technical review of the Machado Lake Toxics TMDL, development of a City specific Metals TMDL Implementation Plan, and a watershed boundary analysis to determine the City's funding and preparation obligations for the Los Angeles River Metals TMDL Implementation Plan.

**City of Ontario Mill Creek Wetlands Feasibility Analysis and Design Peer Review** Project Manager for the analysis and peer review of the City of Ontario's Mill Creek Wetlands WQMP for the New Model Colony Project. Reviewed conceptual hydrologic and hydraulic design and function reports and models, conceptual plans, surface water quality reports, National Environmental Policy Act (NEPA) environmental site assessment studies, geotechnical reports, civil and landscaping design plans, and other relevant technical documents to ensure the proper planning and design of the proposed treatment wetlands to enhance water quality. Tasks managed included meetings with the City and project team, preparing written and redline comments, and providing recommendations for alternative measures to meet project requirements and objectives.

**City of Fullerton Pioneer and Malvern Avenue Storm Drain WQMP** Project Manager for preparing a WQMP and developed LID techniques to meet municipal requirements. Designed plans to facilitate a new underground drainage system of 700 linear feet from an existing catch basin to an existing City trapezoidal channel, two 28 linear feet flow-by catch basins, four manholes, and one reinforced concrete headwall.

**City of La Habra Whittier Boulevard and Hacienda Road Intersection Improvements WQMP** Project Manager for the preparation of a WQMP for a project that widened the Whittier Boulevard and Hacienda Road intersection and add an additional lane including sidewalk reconstruction. Tasks managed included preparing a Stormwater Data Report and a project WQMP, which included a compliance report identifying site design, source control, and treatment control BMPs, and hydrology and BMP sizing calculations.

**City of Garden Grove Four Arterial Street Rehabilitation WQMP** Task Manager for a WQMP for the rehabilitation of four arterial highways, including Chapman Avenue, Brookhurst Street, Euclid Street, and Westminster Avenue. Each highway arterial project was approximately a half-mile long and entailed resurfacing of the asphalt and travel way. Tasks included: preparation of a WQMP to meet City requirements, with narrative WQMP compliance report and site plans identifying site design and source control BMPs; submitting WQMP to the City for review; incorporation of corrections from City staff; and submittal of the WQMP for approval.

**Ryder Truck Rental Facility WQMP** Project Manager for the preparation of a WQMP to meet City of Orange stormwater discharge requirements under the 2009 Orange County Municipal Stormwater NPDES Permit. The existing site was approximately 4 acres and is located in an industrial use area with existing structures and parking. The proposed improvements include approximately 1,300 square feet of equipment foundations, repaving 12,000 square feet of the existing parking, and approximately 700 square feet of new paving for a new access driveway into the property. The project required water quality compliance under parking lots 5,000 square feet or more including associated drive aisle, and potentially exposed to urban stormwater runoff, as well as all significant redevelopment projects where significant redevelopment is defined as the addition or replacement of 5,000 or more square feet of impervious surface on an already developed site. Tasks managed included three sets of a narrative WQMP compliance report; three sets of site plans identifying site design, source control, and treatment control BMPs; preparation of a covenant and agreement with a BMP O&M plan; and submittal for review and approval.

**City of Los Angeles LID Guidance Manual** Technical Advisory Committee Chair and Technical Lead for the development of a LID Guidance Manual and updates to the City of Los Angeles' SUSMP Manual. Responsibilities included technical oversight for the development of the LID design process, design standards, and integration with the post-construction BMP standards for New Development and Redevelopment projects.

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## Nan Jia, PE, QSD/P

### Plan Check Support

#### RELEVANT EXPERIENCE

**City of Moreno Valley NPDES Consulting and WQMP Plan Check Services** Plan Check Support on WQMPs, receiving both P-WQMPs and F-WQMPs from developers and performs review services per the NPDES MS4 Permit, Riverside County LID BMP Design Manual, and the Guidance Manual. The task involves careful inspection of submitted documents, deep knowledge of the relevant local ordinances, and frequent communications with developers and with City planning and engineering staff members. Redlined plans, documents, a review checklist, and a comment letter are prepared and returned to the developer within 10 days.

#### **Orange County Public Works Brea Canyon Road**

**Widening WQMP** Staff Engineer for developing a WQMP for a project that will widen Brea Boulevard and Brea Canyon Road from two to four lanes, and include bike lanes, sidewalks, a median barrier, and three new bridges over Brea Creek. The P-WQMP and F-WQMP show proposed site design, source control, and hydromodification BMPs. The WQMP documents also include a narrative describing the site and watershed characteristics, a drainage plan delineating each drainage management area, and calculations for sizing the BMPs. The project is located partially in the City of Brea, from Canyondale Drive to the north City limit, and partially in unincorporated Orange County, from the north City limit to approximately 1,200 feet northeast of Tonner Canyon Road, a total length of 7,600 lineal feet.

**County of Orange NPDES Compliance Apprentice** Assisted Operations and Maintenance (O&M) staff with reviewing WQMPs and developing an O&M plan. Calculated BMP design attributes based on construction plans and collected field data for future modeling. Collected and processed water samples for various tests, such as bacteria, metal, pesticide, turbidity, etc.

**City of Burbank Water Reclamation Plant IGP Level 1 ERA Report** Staff Engineer providing assistance to CWE's Qualified Industrial Stormwater Practitioner (QISP) after receiving notification that sample results at the Burbank Water Reclamation Plant exceeded the average annual Numeric Action Level (NAL) for total recoverable copper. Under these circumstances, the IGP required a Level 1 ERA Evaluation, revision of the existing SWPPP in accordance with the Level 1 ERA Evaluation, and preparation of a Level 1 ERA Report. Tasks include a site evaluation of industrial pollutant sources at the facility, identifying the corresponding BMPs in the SWPPP and any additional BMPs and SWPPP revisions necessary to prevent future NAL exceedances and comply with the IGP requirements, meeting with City representatives to discuss proposed recommendations and alternatives, revising and updating the SWPPP based on outcomes and recommendations of the site evaluation, and preparing and submitting a Level 1 ERA report to SMARTS.

#### **City of Glendora Local Agency Management Program (LAMP) Implementation**

**Assistance** Staff Engineer assisting with LAMP Plan development as outlined per the Water Quality Control Policy for Siting, Design, and O&M of Onsite Wastewater Treatment System (OWTS). The LAMP provides a comprehensive explanation of the various requirements, policies, procedures and measures used to regulate and oversee the use of OWTS within the City. Tasks included: preparing a figure to illustrate known and/or proposed OWTS locations; reviewing the City's Ordinance(s) pertaining to requirements for siting, design, and construction of OWTS; and providing updates to fulfill LAMP Plan requirements where needed; coordination and meeting with Los Angeles RWQCB staff; and preparing a PowerPoint presentation to present the LAMP to the RWQCB members.



#### **Years of Experience**

5

#### **Education**

MS, Civil & Environmental Engineering,  
University of California, Irvine

BS, Environmental Sciences,  
University of Minnesota,  
Twin Cities

#### **Registrations**

Civil Engineer, CA, 92333

Qualified SWPPP Developer/  
Practitioner, CA, 27876

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## Aaron Esparza-Almaraz, EIT

### Plan Check Support



#### Years of Experience

2

#### Education

BS, Civil Engineering,  
University of California, Irvine

#### Registrations

Engineer-in-Training, 154975

### RELEVANT EXPERIENCE

**Orange County Public Works Modjeska Grade Road and Drainage Improvements WQMP** Plan Check Support for the P-WQMP for a project that addressed critical pavement and drainage deficiencies along Modjeska Grade Road in Silverado, California. This project reconstructed the asphalt concrete pavement by removing the existing structural section and installing a new one. A WQMP was required as the project was a green street disturbing a total project area of 5.90 acres.

#### **Orange County Public Works Silverado Canyon Bridge**

Assisting with WQMP development for this project as part of the Ladd Creek Bridge Replacement Program. Responsibilities included creating drainage management areas for the WQMP, updating WQMP under guidance, and creating CAD attachments for the WQMP.

**City of Torrance Beach Cities Green Streets** Utility Research Support for the development of green streets in the Beach Cities of Torrance, Redondo Beach, Hermosa Beach, and Manhattan Beach to capture runoff generated from the 85<sup>th</sup> percentile storm event so that it doesn't reach the surf zone, as identified in the Beach Cities Enhanced Watershed Management Plan (EWMP). The project will collect stormwater from over 200 acres that generate runoff, reduce the volume of runoff, and filter out trash from entering the Herondo and 28<sup>th</sup> Street storm drains from the four Beach Cities. A variety of BMPs, including porous pavement; catch basin trash screens; biofiltration/bioretenion systems; natural systems such as vegetated curb extensions, planters, swales, and rain gardens; and drywells are being designed to intercept, filter, and retain runoff between various locations. This project addresses water quality issues in the Santa Monica Bay, including TMDLs for dry- and wet-weather bacteria, nearshore and offshore debris, and toxic chemicals that often result in beach closures. Additional tasks include project management; preliminary and final design Plans, Specifications, and Estimates (PS&Es); research, data collection, and analysis of utility and street plans, Geographic Information System (GIS) data, Beach Cities Reasonable Assurance Analysis (RAA) and Coordinated Integrated Monitoring Plan (CIMP) data, City-specific templates and plan sets, and stakeholder organizations; community outreach; geotechnical exploration; topographic survey; potholing; hydrologic analyses; permitting and preparing an Initial Study/Mitigated Negative Declaration (IS/MND) in accordance with CEQA; dry- and wet-weather monitoring and maintenance that includes a Monitoring and Reporting Plan (MRP) and Quality Assurance Project Plan (QAPP); and providing engineering support during bid and construction phases.

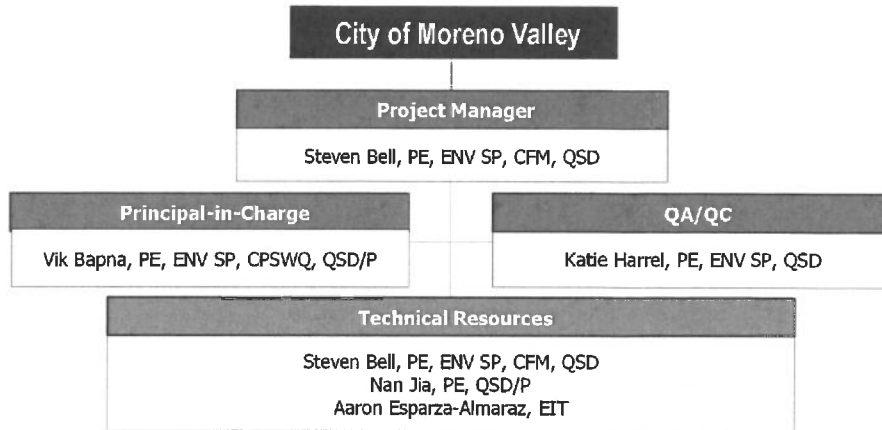
**City of South Gate Long Beach Boulevard Street Improvements** Utility Support for the 1.5-mile-long project, located from the intersection of Santa Ana Street and Long Beach Boulevard to Tweedy Boulevard and Long Beach Boulevard in South Gate. The project will include upgraded pedestrian lighting, enhanced crosswalks, flashing beacons, sidewalk repairs, curb ramps, and bicycle facilities to accommodate high volumes of pedestrian and motorist traffic travel along this street on a daily basis. In addition, new green infrastructure elements will be installed such as non-invasive and drought tolerant trees and vegetation in raised center medians. Bioswales will also be installed in the parkways for storm water treatment and infiltration. Responsibilities included tracking needed utilities, archiving received files, creating a utility base file, translating utility as-built documents into Civil 3D, and updating the Project Manager on missing utilities.

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### 3.3 Organizational Chart

An organizational chart that illustrates the chain of command between the City, CWE's Project Manager, and supporting personnel are provided to the right. Their specific responsibilities on this contract are defined in the table below.



Staff	Responsibilities
Steven Bell	<ul style="list-style-type: none"> <li>➤ Will manage and lead all stages of the project from the Notice to Proceed (NTP) to close-out and serve as the main point of contact between the City and CWE staff.</li> <li>➤ Will provide comments for preliminary review of the WQMP through the City's electronic ACP/DPR.</li> <li>➤ Will provide comments for review of the basic final WQMP.</li> <li>➤ Will provide comments for review of the standard final WQMP.</li> <li>➤ Will submit P-WQMPs and F-WQMPs for review, and will follow the ACP/DPR User Guide to approve the document and provide an approval letter to the City.</li> <li>➤ Will be available to assist with any and all inquiries from the RWQCB, and conduct meetings and provide written responses as needed.</li> </ul>
Katie Harrel	<ul style="list-style-type: none"> <li>➤ Will perform quality assurance and control checks and manage the independent peer review process of completed deliverables.</li> <li>➤ Will ensure documents, maps, models, reports, calculations, and other deliverables submitted are independently checked and back-checked.</li> </ul>
Vik Bapna	<ul style="list-style-type: none"> <li>➤ Authorizes and commits CWE to contractual provisions.</li> <li>➤ If needed, will serve as a secondary point of contact and may execute authority above the proposed Project Manager.</li> </ul>
Nan Jia	<ul style="list-style-type: none"> <li>➤ Will provide comments for preliminary review of the WQMP through the City's electronic ACP/DPR.</li> <li>➤ Will provide comments for review of the basic final WQMP.</li> <li>➤ Will provide comments for review of the standard final WQMP.</li> <li>➤ Will be available to assist with any and all inquiries from the RWQCB, and conduct meetings and provide written responses as needed.</li> </ul>
Aaron Esparza-Almaraz	<ul style="list-style-type: none"> <li>➤ If needed, will provide comments for preliminary review of the WQMP through the City's electronic ACP/DPR.</li> <li>➤ If needed, will provide comments for review of the basic final WQMP.</li> <li>➤ If needed, will provide comments for review of the standard final WQMP.</li> </ul>

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## 4. Proposal Costs

As per the City's Request for Proposals (RFP), pricing has been submitted on the provided Exhibit B and uploaded as a Cost File on PlanetBids.

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## 5. Response Template

CWE

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(Bidder's Company Name)

**Instructions:**

Prospective proposers must provide the information requested below and include it in their proposal. City has provided the form as a separate Word document for bidder's use. Use this form or copy and paste it into your own document; in either case, please provide your responses under each of the number points. Do not omit or renumber any sections. Refer to attached documents sparingly and only as necessary; and ensure that any documents referred to are numbered according to the outline below.

**I. Company Information: Name, Contacts, History, Scope of Services**

Please provide the following information about your company:

- A. Your company's full legal name, address, phone, fax, email, website.  
**CWE; 1561 E. Orangethorpe Avenue, Suite 240, Fullerton, California 92831; (714) 526-7500 (phone); (714) 526-7004 (fax), info@cwecorp.com; www.cwecorp.com**
- B. Prior company names (if any) and years in business; mergers, buyouts, etc.  
**California Watershed Engineering, 16 years in business**
- C. Organizational structure (i.e. corp., LLC, sole proprietorship, etc.).  
**S Corporation**
- D. Names and titles of the principal owner(s).  
**Vik Bapna, Principal; Jason Pereira, Principal**
- E. Person(s) authorized to make commitments for your company.  
**Vik Bapna, Principal; Jason Pereira, Principal**
- F. Company history, experience, years in business for current company name.  
**CWE was founded in 2006 by former managing civil engineers for Los Angeles County Public Works (LACPW) to provide highly specialized stormwater management and regulatory assistance services to public agencies. We have extensive experience assisting municipal agencies with the plan check review of WQMPs; SUSMPs, which are the Los Angeles County equivalent of a WQMP; and LID Plans for compliance with applicable standards. We have provided similar services for over 50 municipalities in Southern California alone.**

**CWE has completed over 650 plan checks for municipal clients in the past 16 years. One of our most tenured clients has been the City of Moreno Valley, where CWE have performed approximately 320 P-WQMP and F-WQMP plan**



checks associated with new development and significant redevelopment projects for the since 2010, per the NPDES MS4 Permit, Riverside County LID BMP Design Manual, and the Guidance Manual. This has involved careful inspection of submitted documents, deep knowledge of the relevant local ordinances, and frequent communications with developers and with City planning and engineering staff members. Redlined plans, documents, a review checklist, and a comment letter were prepared and returned to the developer (if changes were needed) within 10 days, and CWE never missed a deadline over nine years.

CWE has been in business under the current company name since our incorporation in 2006. While our legal name was California Watershed Engineering, our acronym is the recognized one among Western United States clients, and the name was legally changed to CWE in 2015.

G. Annual company revenues for the last three fiscal years.

Annual Revenue Range	Fiscal Year
\$7.5M – \$10M	2019 and 2020
>\$10M	2021

H. Tax ID number.

20-4089568

I. The complete scope of services offered by your company.

**Civil Engineering:** Survey, grading, and drainage design; storm drain and flood control design; sewer and water system design; retaining wall design; roadway and highway design; specifications and estimates; municipal plan check reviews; value engineering and peer review; and program management.

**Water Resources:** Hydrology and hydraulic studies, sediment transport and stream mechanics, fish passage analysis and engineering, floodplain management, Federal Emergency Management Agency (FEMA) flood insurance studies, bridge hydraulics and scour analyses, hydraulic computer modeling, water resources planning, flood control engineering, and retention/detention basin facility design.

**Environmental:** Environmental compliance, environmental site assessments, sustainability management, pollution prevention and recycling, air quality management, GIS and spatial analyses, underground/aboveground storage tank services and Spill Prevention Control and Countermeasures (SPCC) plans, sediment management, and integrated waste management.

**Stormwater:** Stormwater management, water quality assessments and studies, watershed management plans, water quality monitoring, BMP and LID planning and design, regulatory compliance and support, erosion control, stream channel restoration, engineered wetlands, water quality master planning, and SUSMP and WQMP development





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**Project/Construction Management:** Program management; constructability reviews; cost estimating; utility coordination; bid, advertisement, and award; schedule management; cost management and containment; office engineering/document control; inspection and quality assurance; project closeout; and materials testing and inspection.

J. The number of clients (including governmental) served in past and present.  
**243**

K. Special qualifications, training, credentials, recognition, or awards.  
**Hot Firm, Zweig Group – 2017, 2019, 2020, 2021**  
**Best Firms to Work For, Zweig Group – 2017, 2018, 2019, 2020, 2021**  
**Inner City 100, Fortune magazine – 2016, 2017, 2018, 2019**

L. Contracts terminated for cause, pending litigation or legal issues.  
**N/A**

## II. Resources: Staffing, Facilities, Equipment

Provide the following information relative to required services:

A. Names and titles of key management personnel. If proposer is selected, no change in key management personnel shall be made without written request by Consultant and approval by City.

**Steven Bell, Project Manager; Katie Harrel, Special Projects Manager; Vik Bapna, Principal**

B. Team to be assigned for these services.

**Steven Bell, Project Manager and Plan Check Lead; Katie Harrel, QA/QC Manager; Vik Bapna, Principal-in-Charge; Nan Jia, Plan Check Support; Aaron Esparza-Almaraz, Plan Check Support**

C. Qualifications of specific individuals who will work on the project.

**As Project Manager and Plan Check Lead, Steven Bell will oversee the CWE team's successful delivery of the City's Scope of Services and is the primary point of contact. He has 17 years of professional experience in the engineering and construction of civil engineering projects, and is well-versed in the rules, regulations, and guidelines that impact the development of WQMPs and provides expert-level reviews with meticulous attention to detail. Steven has performed numerous plan check reviews of WQMPs, SUSMPs, LID Plans, SWPPPs, WPCPs, and grading and erosion control plans. He provided thorough plan check services on a portion of the approximate 320 Preliminary and Final WQMPs for the City of Moreno Valley (all of which were performed within a contracted 10-day turnaround timeframe), and as such has significant experience with utilizing the City's ACP/DPR software.**

**As QA/QC Manager, Katie Harrel has a decade of experience preparing and performing numerous plan check reviews of WQMPs, civil design plans, LID**

Plans, SWPPPs, and grading and erosion control plans for the Cities of Moreno Valley, Tustin, La Cañada Flintridge, and many other local public agencies. Katie has providing plan check services on a portion of the approximate 320 Preliminary and Final WQMPs for the City of Moreno Valley, and has experience utilizing the City’s ACP/DPR software. She has also conducted stormwater compliance inspections and sampling; prepared pollution prevention assessments and reports; performed hydrologic and hydraulic studies; modeled hydrologic and hydraulic conditions; and developed watershed management programs for California municipalities.

As CWE co-founder, Principal-in-Charge Vik Bapna is widely regarded as an expert in the development of multiuse projects that improve water quality, reduce pollutants of concern, and enhance local communities. He has performed numerous plan check reviews for WQMPs, SUSMPs, SWPPPs, and design plans; designed innovative structural treatment control BMPs; developed local and regional multi-benefit water quality enhancement projects; and prepared watershed management and TMDL Implementation Plans to mitigate urban and stormwater runoff. Vik previously served as the QA/QC Manager on CWE’s recent P-WQMP and F-WQMP plan check review contract with the City of Moreno Valley.

As Plan Check Support, Nan Jia has five years of experience in technical report writing, database management, water quality monitoring, and water quality data analysis. Her duties have included preparing compliance documents, including: SWPPPs, ERA Plans, and MS4 Program Effectiveness Assessment Annual Reports; compiling and reviewing data in clients’ preferred database programs; preparing water quality monitoring data into CEDEN format and using Excel to conduct statistical data analysis; and leading water quality studies, such as pollutant load analysis for runoff diversion project and BMP effectiveness studies for green street projects. Nan has assisted in providing plan check services on a portion of the approximate 320 Preliminary and Final WQMPs for the City of Moreno Valley, and as such has experience utilizing the City’s ACP/DPR software.

As Plan Check Support, Aaron Esparza-Almaraz assists licensed engineers performing redlines, quantities, plotting, and utility base mapping; creating and updating utility coordination sheets; assisting with roadway drainage design and analysis; and drafting and editing typical roadway sections, profile views, exhibits, and superelevation diagrams. He is also proficient in Civil 3D and Microstation, Bluebeam, Hydraflow, EPANet, Matlab, and ArcMAP.

- D. Amount of time and involvement of key personnel who will be involved in respective portions of the project.

Key Personnel	Amount of Time/Involvement
Steven Bell, PE, ENV SP, CFM, QSD	15%
Katie Harrel, PE, ENV SP, QSD	5%
Vik Bapna, PE, ENV SP, CPSWQ, QSD/P	1%
Nan Jia, PE, QSD/P	40%
Aaron Esparza-Almaraz, EIT	39%



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- E. Resumes of all team members; provide only names and titles only; attach current resumes to proposal.

**Steven Bell, Project Manager; Katie Harrel, Special Projects Manager; Vik Bapna, Principal-in-Charge; Nan Jia, Engineer II; Aaron Esparza-Almaraz, Engineer I. Resumes begin on page 5 of this proposal.**

- F. Current number of employees: full-time and part-time employees.

**30 full-time employees; 6 part-time employees**

- G. Annual turnover rate of staff.

**2019: 21.9%**

**2020: 16.7%**

**2021: 25.8%**

- H. Names and details of any subconsultants you propose to use for our contract. If proposer is selected, no change in subconsultants shall be made without written request by Consultant and approval by City.

**N/A**

- I. Facilities that would be utilized to perform the required work.

**CWE Headquarters – 1561 E. Orangethorpe Avenue, Suite 240, Fullerton, California 92831**

- J. Equipment that would be utilized to perform the required work.

**[Computer with Internet connection and Microsoft Office program.]**

### III. **Required Services: Meeting or Bettering these Requirements**

Provide the following information relative to required services:

- A. Ability to perform specific tasks as outlined in the RFP.

**CWE has 16 years of experience and expertise in the field of compliance with the New Development and Redevelopment requirements of MS4 permits, including through the development and review of P-WQMPs and F-WQMPs. We have the proven ability to provide WQMP plan checks for new development and significant redevelopment projects in the City of Moreno Valley, as we had continuously provided plan checks from 2007 to 2021 on behalf of the City.**

**For as long as CWE has worked with the City, we have provided flexibility and responsiveness to the evolving WQMP review process established by the City. Our talented and capable staff have already been trained on using the City's electronic ACP with DPR for reviewing WQMPs and providing comments. We know the web application, and we are prepared to frequently check ACP for new WQMPs so that we can provide high-quality and thorough reviews within the required turnaround (10 business days for the first review, 5 business days for subsequent reviews).**

**Besides providing WQMP plan checks, we are able to assist the City with inquiries from various entities, such as developers, engineers, WQMP**

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preparers, City staff, and the Santa Ana RWQCB. We have taken phone calls, text messages, emails, conference calls, and in-person meetings with many various entities with questions about our reviews of WQMPs over the years, and when necessary, we have provided written responses to these inquiries. We are happy to continue to provide these services on behalf of the City.

- B. Reasonableness of your fee to do the work.  
Our extensive knowledge and history of performing WQMP plan checks for the City gives us confidence that we will be able to perform the work within the fee parameters specified in the RFP.
- C. Current resources to meet or better all task and timeline requirements herein.  
Our team is both diligent and flexible. We will frequently check the Accela platform for new submittals, and we can immediately route the submittal for review internally. We will calendar the review immediately upon receipt of the information from the Accela platform to be able to meet the deadlines of 10 business days for the first review and 5 business days for subsequent reviews. We have the resources, the expertise, and the drive to deliver WQMP plan checks to the plan preparer and the City, and to help guide the City's private developers to water quality compliance as required by the Riverside County MS4 Permit.
- D. Additional resources that might be needed to meet or better all task and timeline requirements of this request.  
We currently do not anticipate requiring additional resources beyond the resources we have currently to be able to satisfy the entire scope of services as described in Exhibit A of the RFP.
- E. How quickly could you provide additional, extra trained staff if requested by City for additional work beyond the original scope of services?  
Internally we have prepared training material for our staff to be able to focus on key elements of submittals and to provide the right documentation and comments to steer a project toward compliance with the current MS4 permit. These training materials are tailored to the City's processes and policies, gleaned from our long relationship with the City's Public Works staff. Our training broadens the knowledge base of our staff to be able to provide high-quality and timely reviews for the City. Because of our proactive training regimen and our wealth of reference material and knowledge specific to the City, we can provide additional, extra trained staff within a couple of days if additional work beyond the original scope of services arises.
- F. How quickly can you begin providing services if awarded the contract?  
We can begin providing services immediately (within the same day) of the notice to proceed. Our long history with the City, both as a firm and as individual engineers who have personally performed plan checks on behalf of the City in the past, allows us to pick up right where we left off in 2021.
- G. Details of any improvement or upgrades your firm has designed or implemented.

We made improvements and upgrades to our processes at many points during the 14-year timespan when we assisted the City with WQMP plan checks. We updated our hydrologic conditions of concern (HCOC) exemption map when we knew the City's drainage channel upgrades resulted in more parts of the City being exempt from HCOC requirements. We explained the City's preferred offsite mitigation procedures for projects involving impacts to the public right-of-way, which changed several times over the course of 14 years. We worked with developers, WQMP preparers, and the City when BMPs were proposed that were not included in the Riverside County Santa Ana Region WQMP Guidance Document. We upgraded our understanding of the City's allowed BMPs in these situations, and because of our long history and understanding of the City, we are better situated than other firms to be able to provide timely and meaningful WQMP plan checks.

#### IV. Demonstrated and Technical Experience

Please describe your company's:

- A. Demonstrated record of success on work previously performed.

**CWE was founded to provide highly specialized stormwater management and regulatory assistance services to public agencies. We have extensive experience assisting municipal agencies with NPDES Permit and TMDL compliance services, including the review of WQMPs and SUSMPs, which are the Los Angeles County equivalent of a WQMP, for compliance with new development and redevelopment standards. We have provided similar services for over 50 municipalities in Southern California alone. Our unique expertise has and will continue to benefit the City with thorough and comprehensive services, time and money saved, and the peace of mind that comes with entrusting your complex work to capable professionals.**

- B. Specific method and techniques to be employed on the project or problem.

**From 2007 to 2021, CWE demonstrated its record of success by completing 210 P-WQMP submittal reviews for 72 development projects, and 110 F-WQMP reviews for 38 development projects in the City of Moreno Valley. We delivered those reviews to the WQMP preparer and to the City, on time and within budget. We evolved our review submittal procedures from the early days of submitting hard copies at every stage of review, to electronic review and optical scans of redlines, to full integration with the Accela DPR web portal process. We coordinated with the City on a weekly basis through our weekly project status reports, and we prepared exhibits and participated in meetings as requested by the City.**

**Our staff is deeply familiar with City standards and procedures, and has in-depth knowledge of the Riverside County MS4 Permit and the challenges facing Permittees. We consider the City to be one of our most valued clients and look forward to continuing to provide comprehensive plan check reviews to help meet the City's evolving needs in the coming years.**

## V. Work Plan

Taking all circumstances, current conditions, and required preparations into consideration, describe in detail, your proposed work plan for delivering the services required by this RFP, including, but not limited to;

- A. How you will schedule professional and staff to ensure milestones and deadlines are met?

The plan check review process will start with daily checks of the Accela Digital Plan Room website performed by the Project Manager and Plan Check Lead. When a plan check appears in the Accela platform, our Project Manager will log it into our Weekly WQMP Status Log, noting whether it is a new project submittal or a resubmittal. He will then reach out to one of the Plan Check Support staff and schedule a deadline for the initial review to be completed.

The Plan Check Support staff will perform the initial review, focusing on conformance with the requirements in the Riverside County Santa Ana Region WQMP Guidance Document and City policies. The Plan Check Support staff will log in to the Accela platform and make comments and annotations on the document in the Digital Plan Room. The Plan Check Support staff will review the submittal and check if the submittal includes the necessary documentation, including a location map, site plan, soils report (if necessary), BMP design details, and hydromodification information (if necessary) for a P-WQMP. For the F-WQMP submittal, the necessary documentation will include all the documentation from the P-WQMP submittal in addition to construction plan sheets, a draft operation and maintenance plan, maintenance covenant language, historical site conditions, educational materials, and source control information. The Plan Check Support staff will also check for correctness of calculations and level of detail.

When the initial review is completed, the Plan Check Support staff will meet with the Project Manager to go over issues and finalize the comments. When the comments are finalized but not yet submitted, the Plan Check Support staff will prepare a WQMP Review Checklist per the template from Riverside County that lists WQMP requirements and evaluates if the requirements have been satisfied. This will serve as our internal record of review, as the Accela platform does not allow for the export of submittal documents. If the WQMP preparer has not satisfied all requirements, the Project Manager will complete the comments and change the workflow update status in the Accela platform to "Resubmittal Required". If the WQMP preparer has satisfied all requirements, the Project Manager will prepare a WQMP approval letter, upload it to the plan check in the DPR, and change the workflow update status to "Completed Review". The final step of the process will be for the Project Manager to update the Weekly WQMP Status Log and submit it to the City's Stormwater Program staff on a weekly basis.

- B. Provide required response time to the urgent service requests.

Communication is a key to successful completion of projects on schedule and within budget. Our staff is varied and flexible enough to ensure that the required deadlines of 10 days for review of initial submittals and 5 days for

review of subsequent submittals is met. Urgent service requests will be prioritized.


- C. How you will make up for work-hours lost (and resulting backlog that may occur) due to various unforeseen situations that may prohibit work on a specific day.

**CWE develops and uses comprehensive project schedules to regularly monitor project progress and upcoming work items. This has proven successful in keeping track of forthcoming critical issues and decisions. The Project Manager will keep the City apprised of planned work, project progress, and deliverables, while notifying the City of any critical issues and changes in the anticipated project progress and delivery of key programs.**

- D. Provide any other relevant information that you believe would benefit City for the requested services.

**WQMPs are an unusual and varied planning/construction document, composed of numbers, words, maps, drawings, forms, and brochures. As a requirement from the Santa Ana RWQCB, brimming full of acronyms and lingo, it is an unfamiliar document to many land developers, and the variation in quality of WQMP submittals we have seen over the years is vast. You need WQMP plan check reviewers who both know what the regulatory requirements are and can also explain them to developers. You need WQMP plan check reviewers who always seek a reasonable path forward for constructability that is also compliant with water quality regulations. CWE has earned the respect of developers and clients in Moreno Valley by being organized, understanding developer's WQMP plans, and providing comments that show how a project can mitigate stormwater pollutants without sacrificing constructability. We are the best choice for this work, and we will be happy to do it.**

**Submitted by:**

Company Name CWE  
 Contact Name Vik Bapna  
 Title Principal-in-Charge  
 Signature   
 Email vbapna@cwecorp.com  
 Phone (714) 526-7500 Ext. 212  
 Date March 29, 2022

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## 6. Required Forms and Samples

### Attachment B: Special Provisions


All items below apply to this bid proposal:

**Hold Harmless and Indemnification:** The successful bidder hereby agrees to indemnify, defend, and hold harmless City (including its officials, officers, agents, employees, and representatives) from and against any and all claims of any kind or nature presented against City arising out of vendor's (including vendor's employees, representatives, and subcontractors) performance under this agreement, excepting only such claims, costs or liability which may arise out of the sole negligence or willful misconduct of City.

**Insurance Provisions:** Unless otherwise stated in the RFP specifications, the following insurance requirements apply:

1. **Comprehensive General Liability Insurance: (include products liability) \$1,000,000 per occurrence.**
2. **Auto Liability Insurance: \$1,000,000 per occurrence, combined single limit (CSL).**
3. **Workers' Compensation Insurance: as required by State statutes.**
4. **Employer's Liability Insurance: \$1,000,000 per accident; \$1,000,000 policy limit for disease.**
5. **All policies of insurance must provide for a minimum of thirty (30) days written notice of any change or cancellation of the policy.**
6. **Insurance policies to be in a form ad written through companies acceptable to City; and must include those endorsements which are necessary to extend coverage which is appropriate to the nature of the agreement.**

**Affirmative Action:** In support of Affirmative Action, City requires all suppliers to comply with Title VII of the Civil Right Act of 1964, as amended, the Civil Rights Act of 1992, and all federal, state, and municipal laws and regulations pertaining thereto. In addition, successful bidders must certify prior to award of contracts in excess of \$50,000 that they have a written affirmative action plan in compliance with the above laws and regulations, and such plan may be reviewed by City. Said Certification may be made by signing below:

Certified to above - FIRM:	<b>CWE</b>
SIGNATURE:	
PRINT NAME:	<b>Vik Bapna</b>
TITLE:	<b>Principal</b>

**Exceptions:** If your company is taking exception to any of the specifications, terms or conditions (including insurance, indemnification and/or proposed contract language) stated in this Request for Proposal, please indicate below and describe details: (check any that apply).





City of Moreno Valley  
Professional Consultant Services for Plan P-WQMPs and F-WQMPs, RFP #2022-049

- No exceptions taken
- Exception taken to the scope of work or specifications
- Exception taken to indemnification and insurance requirements
- Exception to proposed contract language
- Other

Please explain any of the checked items:

**CWE takes no exceptions to the scope of work or specifications, indemnification and insurance requirements, or exception to proposed contract language.**

Note: Taking exception to City's requirements without approval of City prior to submission of your proposal may be cause for rejection of the proposal.

PROPOSING FIRM: CWE DATE: March 29, 2022

BUSINESS ADDRESS: 1561 E. Orangethorpe Avenue, Suite 40, Fullerton, California 92831

SIGNATURE OF REPRESENTATIVE: 

BY: Vik Bapna TITLE: Principal/Chairman of the Board

INSTRUCTION REGARDING SIGNATURE: If bidder is an individual, state "Sole Owner" after signature. If bidder is a partnership, signature must be by a general partner, so stated after "Title". Names of all other partners and their business addresses must be shown below. If bidder is a corporation, signature must be by an authorized officer, so stated after "Title", and the names of the President and Secretary and their business addresses must be shown below:

Jason Pereira, President/Secretary



_____	_____
_____	_____
_____	_____
_____	_____



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Attachment: Agreement for Project Related Services - CWE (5787) : AUTHORIZATION TO AWARD AGREEMENTS FOR PROJECT RELATED

**Attachment C: Client References**

CWE

(Bidder's Company Name)

1. Client's Company Name:	City of Moreno Valley
Client Address:	14177 Frederick Street Moreno Valley, California 92553
Contact's Name:	Hoang Nguyen
Contact's Title:	Associate Engineer
Contact's Telephone & FAX:	T: (951) 413-3216, F: (951) 413-3185
Contact's Email:	hoangn@moval.org
Scope of Services/Products Provided:	CWE received over 320 preliminary and final WQMPs from developers and performed plan checking review services per the NPDES MS4 Permit, Riverside County LID BMP Design Manual, and the Guidance Manual. Redlined plans, documents, a review checklist, and a comment letter were prepared and returned to the developer (if changes were needed) within 10 days, and CWE never missed a deadline over 10 years and hundreds of plan checks.
Project Completion Date & Value:	June 2020, \$188,650
2. Client's Company Name:	Orange County Public Works
Client Address:	601 N. Ross Street Santa Ana, California 92701
Contact's Name:	Austin Morgan
Contact's Title:	Project Manager
Contact's Telephone & FAX:	T: (714) 647-3981, F: N/A
Contact's Email:	austin.morgan@ocpw.ocgov.com
Scope of Services/Products Provided:	On behalf of Mark Thomas, CWE developed the P-WQMP and F-WQMP to describe processes and strategies that must be implemented as part of the Brea Canyon Road widening project to mitigate the negative effects of impervious area to site hydrology, runoff flow rates, and water quality pollutant loads. The P-WQMP and F-WQMP will each show proposed site design, source control, and hydromodification BMPs on a BMP exhibit. The WQMP documents will also include a narrative describing the site and watershed characteristics, a drainage plan delineating each drainage management area, and calculations for sizing the BMPs.
Project Completion Date & Value:	Ongoing, \$48,848

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**City of Moreno Valley**  
Professional Consultant Services for Plan P-WQMPs and F-WQMPs, RFP #2022-049

3. Client's Company Name:	Mark Thomas
Client Address:	2121 Alton Parkway, Suite 210 Irvine, California 92606
Contact's Name:	Alan Su, PE
Contact's Title:	Mark Thomas Senior Project Manager
Contact's Telephone & FAX:	T: (949) 382-5904, F: N/A
Contact's Email:	asu@markthomas.com
Scope of Services/Products Provided:	On behalf of Mark Thomas, CWE prepared P-WQMPs and F-WQMPs for the William R. Mason Regional Park Entry Driveway and Roadway Improvements Project in the City of Irvine for Orange County Parks Department. As part of the project plan development process, both a P-WQMP and F-WQMP were developed to show proposed site design, source control, and hydromodification BMPs on a BMP exhibit. The WQMP documents include a narrative describing the site and watershed characteristics, a drainage plan delineating each drainage management area, and calculations for sizing the BMPs.
Project Completion Date & Value:	June 2021, \$29,339
4. Client's Company Name:	City of Glendora
Client Address:	116 E. Foothill Boulevard Glendora, California 91741
Contact's Name:	Alison Sweet
Contact's Title:	Public Works Director
Contact's Telephone & FAX:	T: (626) 914-8246, F: (626) 914-9053
Contact's Email:	asweet@cityofglendora.org
Scope of Services/Products Provided:	CWE provided NPDES Permit and Water Quality Administration services to assist the City of Glendora with the Los Angeles County MS4 NPDES Permit, CGP, IGP, and General Permit for Drinking Water System Discharges. Overall services included providing support for development planning and construction, IC/ID elimination, and public information and participation programs. Tasks included program management and regulatory support, Permittee-owned facility SWPPP preparation, SWPPP and LID Plan review, Enforcement Response Plan development, and TMDL implementation assistance.
Project Completion Date & Value:	Ongoing, \$237,373

Duplicate this form as necessary to complete list.

City of Moreno Valley  
Professional Consultant Services for Plan P-WQMPs and F-WQMPs, RFP #2022-049

**Attachment D: Non-Collusion Affidavit**

Note: To be executed by Proposer and submitted with proposal.

State of California  
(the State of the place of business)

County of Orange  
(the County of the place of business)

Vik Bapna, being first duly sworn, deposes and  
(name of the person signing this form)

says that he/she is Principal of  
(title of the person signing this form)

CWE, the party making the foregoing bid  
(name of bidding company)

that such bid is not made in the interest of or on the behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner directly or indirectly sought by agreement, communication, or conference with anyone to fix the bid price of said bidder or of any other bidder or to fix any overhead profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in such bid are true, and further, that said bidder has not directly or indirectly submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to any person or persons as have a partnership or other financial interest with said bidder in the general business.

By: *Vik Bapna*  
(signature)

Printed Name: Vik Bapna  
(name of the person signing this form)

Title: Principal  
(title of the person signing this form)

Notary is required for this bid

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Attachment: Agreement for Project Related Services - CWE (5787) : AUTHORIZATION TO AWARD AGREEMENTS FOR PROJECT RELATED



**ACKNOWLEDGMENT**

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


State of California  
County of Orange )

On March 24, 2021 before me, Vikram Bapna/Principa  
(insert name and title of the officer)

personally appeared 1561 E Orangethorpe Avenue, Fullerton, CA 92831  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)



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Attachment: Agreement for Project Related Services - CWE (5787) : AUTHORIZATION TO AWARD AGREEMENTS FOR PROJECT RELATED



## 7. Work Samples

### 7.1 Samples of Work, Queries, Reports, and Forms

Samples of work, queries, reports, and forms are provided in **Appendix A**.

### 7.2 Sample of Ongoing Support and Services Agreements

A sample of ongoing support and services agreements is provided in **Appendix B**.

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Attachment: Agreement for Project Related Services - CWE (5787 : AUTHORIZATION TO AWARD AGREEMENTS FOR PROJECT RELATED



# Appendix A

## Samples of Work, Queries, Reports, and Forms

(Detail on file)

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Attachment: Agreement for Project Related Services - CWE (5787) : AUTHORIZATION TO AWARD AGREEMENTS FOR PROJECT RELATED



# Appendix B

## Sample of Ongoing Support and Services Agreements

(Detail on file)

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Attachment: Agreement for Project Related Services - CWE (5787 : AUTHORIZATION TO AWARD AGREEMENTS FOR PROJECT RELATED





# Appendix C Statements

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Attachment: Agreement for Project Related Services - CWE (5787 : AUTHORIZATION TO AWARD AGREEMENTS FOR PROJECT RELATED



The Request for Proposals (RFP) is incorporated in its entirety as part of CWE's Proposal.

The RFP and CWE's proposal will jointly become part of the Agreement for Project Related Services for this project when said Agreement is fully executed by CWE and the City of Moreno Valley (City).

CWE's services to be provided and fees will be in accordance with the City's RFP. CWE did not include a section in the proposal titled "Additions or Exceptions to the City's Request for Proposal."

Qualifications applicable to this project, including the names, qualifications, and proposed duties of CWE's staff to be assigned to this project are provided on pages 3-14; and a listing of recent similar projects completed including the names, titles, addresses and telephone numbers of the appropriate persons whom the City could contact are provided on pages 26-27. CWE understands that if one or more of CWE's staff should become unavailable, CWE may substitute other staff of at least equal competence only after prior written approval by the City.

CWE will provide all necessary vehicles, equipment, tools, uniforms, all incidentals for the staff members to perform the required services. Full compensation for providing vehicles, equipment, tools, uniforms, all incidentals are included in the 'Not-to-Exceed' fee as part of the Cost Proposal and understands that no additional compensation will be allowed.

CWE understands we will provide a qualified alternate plan checker in the event of the primary plan checker is not able to perform the requested services.

CWE will document and provide the results of the work to the satisfaction of the City, and that this may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.

The hourly rate schedule, uploaded as a Cost File on PlanetBids, is part of CWE's proposal.

CWE will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

CWE acknowledges all federal laws and regulations will be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations, the strictest will be adhered to.

CWE will allow all authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this special project. All relevant records will be retained for at least three years.

CWE will comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively.

CWE will comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.

CWE offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works or the subcontract. This assignment will be made and become effective at the time the City tenders final payment to the CWE, without further acknowledgment by the parties.



1561 E. Orangethorpe Avenue, Suite 240  
Fullerton, California 92831  
T. (714) 526-7500 | F. (714) 526-7004  
[www.cwecorp.com](http://www.cwecorp.com)



# Rate Sheet

<u>Engineer/Scientist</u>	<u>Rate/Hour</u>
Principal	\$283
Project Manager and QA/QC Manager	\$237
Project Engineer	\$161
Assistant Engineer	\$112
 <u>Support Services</u>	
Project Coordinator	\$130
Administrative Assistant	\$90

For Fiscal Year 2022-23, CWE agrees to a not-to-exceed amount of \$2,687 for the first three preliminary WQMP reviews; a not-to-exceed amount of \$630 for subsequent preliminary WQMP reviews; a not-to-exceed amount of \$931 for the first three basic\* final WQMP reviews; a not-to-exceed amount of \$636 for subsequent basic\* final WQMP reviews; a not-to-exceed amount of \$2,712 for the first three standard\*\* final WQMP reviews; a not-to-exceed amount of \$1,220 for subsequent standard final WQMP reviews; a not-to-exceed amount of \$3,797 for the first three complex\*\*\* final WQMP reviews; and a not-to-exceed amount of \$1,547 for subsequent complex final WQMP reviews.


\*Basic reviews include Hillside Residential ≤ 9 Units

\*\*Standards reviews include the following types of projects: MFR or SFR (Residential Projects) ≤ 50 Units; Commercial ≤ 2 Ac; Industrial ≤ 1Ac; Automotive ≤ 1Ac; Restaurants ≤ 1Ac; Hillside Development ≤ 1Ac (Except Hillside Residential ≤ 9 Units); Parking Lots ≤ 2 Ac

\*\*\*Complex reviews include the following types of projects: MFR or SFR (Residential Projects) > 50 Units; Commercial > 2 Ac; Industrial > 1 Ac; Automotive > 1Ac; Restaurants > 1Ac; Hillside Development > 1Ac (Except Hillside Residential ≤ 9 Units); Parking Lots > 2 Ac

Mixed-use projects and/or projects that meet the definition of two or more categories shall be reviewed under the highest applicable review.

For future fiscal years, CWEs' rates will be adjusted annually based on the US Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers. The above not-to-exceed amounts will be revised per City's plan check increases.

  
 \_\_\_\_\_  
 Vik Bapna, PE, ENV SP, CPSWQ, QSD/P  
 Principal/Chief Executive Officer

Attachment: Agreement for Project Related Services - CWE (5787 : AUTHORIZATION TO AWARD AGREEMENTS FOR PROJECT RELATED

**EXHIBIT C****CITY - SERVICES TO BE PROVIDED  
TO CONSULTANT**

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. For the Preliminary WQMP Review – Electronic submittal of Preliminary WQMP document.
3. For the Final WQMP – Electronic copy of the approved Preliminary WQMP, (if necessary), set of final Conditions of Approval, and electronic submittal of the Final WQMP.
4. Provide, if necessary, one (1) set each of the following documents: grading plans, street plans, storm drain plans and Hydrology/Hydraulic Study.
5. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
6. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

**EXHIBIT C**

**EXHIBIT D****TERMS OF PAYMENT**

1. The Consultant's compensation shall not exceed **\$50,000.00**.
2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: <http://www.moval.org/biz-lic>.
3. The Consultant will electronically submit an invoice to the City once a month for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at [AccountsPayable@moval.org](mailto:AccountsPayable@moval.org). Accounts Payable questions can be directed to (951) 413-3073. Copies of invoices may be submitted to the Land Development Division/Public Works Department at [zarat@moval.org](mailto:zarat@moval.org). Calls should be directed to (951) 413-3139.
3. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees,

late charges, or other penalties. The ACH Authorization Form is located at:

[http://www.moval.org/city\\_hall/forms.shtml#bf](http://www.moval.org/city_hall/forms.shtml#bf)

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 Consultant for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.

## EXHIBIT D

**EXHIBIT E****INSURANCE REQUIREMENTS****Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.
2. The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers' Compensation insurance as required by the California Labor Code and Employer's Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance appropriate to Consultant's profession.

**Minimum Limits of Insurance**

Consultant shall maintain limits of liability of not less than:

1. General Liability:
  - \$1,000,000 per occurrence for bodily injury and property damage
  - \$1,000,000 per occurrence for personal and advertising injury
  - \$2,000,000 aggregate for products and completed operations
  - \$2,000,000 general aggregate
2. Automobile Liability:
  - \$1,000,000 per accident for bodily injury and property damage
3. Employer's Liability:
  - \$1,000,000 each accident for bodily injury
  - \$1,000,000 disease each employee
  - \$1,000,000 disease policy limit



4. Professional Liability (Errors and Omissions):

\$1,000,000 per claim/occurrence  
\$2,000,000 policy aggregate

**Umbrella or Excess Insurance**

In the event Consultant purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

**Deductibles and Self-Insured Retentions**

Consultant shall be responsible for payment of any deductibles contained in any insurance policy(ies) required hereunder and Consultant shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers; or (ii) Consultant shall provide a financial guarantee, satisfactory to the City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

**Other Insurance Provisions**

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers are to be covered as additional insureds.
2. The coverage shall contain no special limitations on the scope of protection afforded to City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.
3. Consultant's insurance coverage shall be primary and no contribution shall be required of City.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: Consultant and its insurer shall waive any right of subrogation against City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by Consultant.
2. Insurance must be maintained and evidence of insurance must be provided for at least 3 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by Consultant, Consultant must purchase extended reporting coverage for a minimum of 3 years following the expiration or termination of the Agreement.
4. A copy of the claims reporting requirements must be submitted to City for review.
5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice by certified mail, return receipt requested, has been given to City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Consultant shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for City, Consultant shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

### **Acceptability of Insurers**

All policies of insurance required hereunder shall be placed with an insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide; or authorized by the City Manager or his/her designee.

### Verification of Coverage

Consultant shall furnish City with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the City Manager or his/her designee prior to City's execution of the Agreement and before work commences.



## Report to City Council

---

**TO:** Mayor and City Council

**FROM:** Manuel A. Mancha, Community Development Director

**AGENDA DATE:** May 3, 2022

**TITLE:** APPROVE PROFESSIONAL SERVICE AGREEMENTS WITH DATA TICKET, INC. FOR ADMINISTRATIVE AND PARKING CITATION PROCESSING SERVICES WHICH ARE FUNDED THROUGH COST RECOVERY FROM CITATION REVENUES

---

### **RECOMMENDED ACTION**

#### **Recommendations:**

1. Approve the five-year agreements with Data Ticket, Inc., for administrative and parking citation processing services in amounts not-to-exceed \$565,000 and \$675,000, respectively, and authorize the City Manager, or his designee, to execute the agreements and any subsequent amendments, subject to the approval of the City Attorney, in accordance with approved terms of the agreements.
2. Authorize the Purchasing Division Manager, or her designee, to approve Purchase Orders to Data Ticket, Inc., in accordance with the approved terms of the Agreement. Contract costs are offset through cost recovery from administrative citations and parking citations.
3. Authorize the Chief Financial Officer, or his designee, to make any necessary budget adjustments as set forth in the Fiscal Impact section of this report.

### **SUMMARY**

The City has utilized quality vendors to provide citation processing services supporting the parking and administrative citation operations. These vendors provide quick and efficient citation tracking, payment, acceptance, appeal processing, and collections, ensuring a high level of customer service.

This report recommends approval for five-year agreements with Data Ticket, Inc. to provide administrative and parking citation processing services following competitive Requests for Proposal processes.

## **DISCUSSION**

The Community Enhancement and Neighborhood Services Division administers the City's Parking Enforcement Program and administrative citation processing vendor contracts on behalf of the City. In 2001, the City has utilized private vendors for parking and administrative citation processing, ticket printing, and miscellaneous citation services related to the Parking Control Program and administrative citation issuance.

These services are budgeted annually as general fund expenditures. Annual revenues are collected through various City Departments/Divisions when citations are issued for non-compliance with the City's Municipal Code, street sweeping, parking codes, and adopted building codes. Annual revenues are established during the City's biennial budget process and exceed expenditures necessary to offset program costs.

Currently, Data Ticket, Inc. processes all parking citations and administrative citations for the City's Community Enhancement, Parking Enforcement, Parks and Recreation, Animal Services, and Fire Prevention Divisions, and the Moreno Valley Police Department. These agreements expire on June 30, 2022.

Two Requests for Proposal (RFPs) were issued on February 24, 2022, for parking citation and administrative citation processing services. Only one response was received from Data Ticket, Inc. for each RFP. The responses were evaluated based on general experience and qualifications, personnel experience, understanding of the scope of the requested service, and cost.

The scopes of service include, but are not limited to, the following (a full range of services can be found in the attached agreements):

- Citation processing services
- Nationwide DMV access
- Delinquent collections
- Adjudication scheduling and services
- Electronic ticket writers (hand-held field devices)
- Franchise Tax Board collections

Data Ticket, Inc. was selected to continue to provide the services based on the criteria fully outlined within the RFPs.

## **ALTERNATIVES**

1. Approve the agreements with Data Ticket, Inc. for parking citation and administrative citation processing services and authorize the recommendations in this report. *Staff recommends this alternative as it continues the existing level of*

*service for citation processing across many divisions and departments while maintaining positive revenue.*

2. Do not approve and authorize the agreements to Data Ticket, Inc. and provide staff with further direction. *This alternative is not recommended by staff as it would significantly impact the issuance and processing of citations and substantially reduce revenue.*

## **FISCAL IMPACT**

The City Council allocates the parking citation and administrative citation program expenditure budgets through the two-year budget cycle. Funding remains contingent on continued approval and appropriation from City Council.

Approval of staff recommendations will obligate the City to the Fiscal Year 2022/23 increased expenditure of \$52,500 for administrative citation processing services.

This Agreement does not further impact the requested General Fund budget amount for parking citation services, and no budget amendment is being requested for parking citation processing.

Contract costs are offset through cost recovery from administration citations and parking citations.

Description	Fund	GL Account Project Number	Type	FY22/23 Amended Budget	FY22/23 Proposed Adjustment	FY22/23 Revised Budget
Technical Svcs - Parking	General Fund	1010-20-26-20110-620810	EXP	\$165,000	\$26,250	\$191,250
Technical Svcs - Admin	General Fund	1010-20-26-20110-620820	EXP	\$55,000	\$26,250	\$81,250
Technical Svcs - Admin	General Fund	1010-20-26-20110-500900	REV	\$275,000	\$26,250	\$301,250
Technical Svcs - Parking	General Fund	1010-20-26-20110-501020	REV	\$1,200,000	\$26,250	\$1,226,250

## **NOTIFICATION**

Publication of the Agenda.

## **PREPARATION OF STAFF REPORT**

Prepared By:  
Steve Alvarado  
Building Division Manager/Official

Department Head Approval:  
Manuel A. Mancha  
Community Development Director

**CITY COUNCIL GOALS**

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

**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. Agreement Data Ticket - Admin Cites
- 2. Agreement Data Ticket - Parking Cites

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	4/27/22 7:26 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	4/27/22 8:53 AM

## City of Moreno Valley

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

This Agreement is made by and between the City of Moreno Valley, California, a municipal corporation, with its principal place of business at 14177 Frederick Street, Moreno Valley, CA 92552, hereinafter referred to as the “City”, and **DATA TICKET, INC.**, a **CORPORATION**, with its principal place of business at **2603 MAIN ST., SUITE 300, IRVINE, CA 92614**, 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. This Agreement was procured pursuant to that certain Request for Proposals #**2022-047** dated **February 24, 2022** (“RFP”);
- C. Contractor desires to perform and assume responsibility for the provision of professional **administrative citation processing services** contracting services required by the City on the terms and conditions set forth in this Agreement and RFP. Contractor represents that it is experienced in providing professional **administrative citation processing services** contracting services, is licensed in the State of California, if applicable;
- D. City desires to engage Contractor to render such services for the **administrative citation processing services** as set forth in this Agreement;
- E. The public interest, convenience, necessity and general welfare will be served by this Agreement; and
- F. This Agreement is made and entered into effective the date the City signs this Agreement.

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

Contractor’s Name: **Data Ticket, Inc.**  
 Address: **2603 Main St., Suite 300**  
 City: **Irvine** State: **CA** Zip: **92614**  
 Business Phone: **949.428.7240** Fax No. **949.281.3195**  
 Other Contact Number: **n/a**  
 Business License Number: **12518**  
 Federal Tax I.D. Number: **93-1010811**

**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 and as set forth in the RFP.



- 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, 2022** to **June 30, 2027** unless terminated earlier as provided herein. The City acknowledges that it will not unreasonably withhold approval of the Contractor’s requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor’s reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.
- E. In the event of conflict or ambiguity, the following order of precedence shall control: RFP, Agreement, and Scope of Services set forth in Exhibit “A”.
3. **STANDARD TERMS AND CONDITIONS:**
- A. Control of Work. Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The City will not provide any training to Contractor or his/her/its employees.
- B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services is paid by the Contractor, an agent or employee of the City, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the City, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the City.
- C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the City. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the City shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].
- D. Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.
- E. Substitution of Key Personnel. Contractor has represented to City that certain key personnel will perform and coordinate the services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the services in

a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the project or a threat to the safety of persons or property, shall be promptly removed from the project by the Contractor at the request of the City. The key personnel for performance of this Agreement are as follows: **Heather Nowlan, Director Client Services, Project Manager, Brook Westcott, Chief Operating Officer & Supplemental Project Manager, Wanda Stone, IT Manager, Bradley Miller, Mobile Support Manager, and Serena Smith-Banas, Client Relations Coordinator.**

- 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 **Brook Westcott, Chief Operating Officer**, 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 (collectively, “Claims”), 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, including without limitation any and all Claims relating to any determination that Contractor, or any person acting on behalf of Contractor in performance of this Agreement, should have been enrolled in CalPERS as an employee, and any related penalties and/or fees associated therewith; except for claims arising solely from city’s sole negligence, recklessness or willful misconduct. 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

Professional Errors and Omission Insurance—such coverage shall not be less than \$1,000,000 per claim and \$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, employees and agents are included as additional insured under this policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, its officers, employees and agents, under any third party liability policy

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

- M. Intellectual Property. Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the City unless explicitly stated otherwise in this Agreement. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Agreement. The City and the Contractor agree that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties. Without limiting the generality of the forgoing, all ideas, memoranda, specifications, plans, procedures, drawings, photographs, descriptions, computer program data, input record data, written information, and other documents and data either created by or provided to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor. Such materials shall not, without prior written consent of the City, be used by Contractor for any purposes other than the performance of the services under this Agreement, nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Contractor which is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Further, Without limiting the generality of the forgoing, all plans, studies, documents, information and other writings prepared by and for Contractor, its officers, employees and agents and subcontractors in the course of implementing the services (“City Data”), except working notes and internal documents, shall become the property of the City upon payment to Contractor for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Contractor or to any other party. Contractor shall, at its expense, provide such reports (including any electronic copies), plans, studies, documents and other writings to the City upon written request. Additionally, Contractor shall not use City’s insignia or photographs related to the project for which Contractor’s services are rendered, or any publicity pertaining to the Contractor’s services under this Agreement and/or other similar medium without the prior written consent of City.

- 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. Upon any event of termination, and assuming Contractor is hosting database portion of any related software or otherwise is in control of City data, Contractor will make all City data available to City for electronic retrieval via a Microsoft SQL Server database export for a period of sixty (60) days at no additional cost to City, in format reasonably requested by City.
- (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:**

**Data Ticket, Inc.  
2603 Main St., Suite 300  
Irvine, CA 92617  
Attn: Brook Westcott, Chief Operating Officer**

**City:**

**City of Moreno Valley  
14177 Frederick Street  
P.O. Box 88005  
Moreno Valley, CA 92552  
Attn: Community Enhancement Manager/Supervisor**

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

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

Z. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

AA. Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

BB. Civil Code Section 1542 Waiver. Contractor expressly waives any and all rights and benefits conferred upon it by the provisions of Section 1542 of the California Civil Code which reads as follows:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

\_\_\_\_\_  
Initials

This waiver shall be effective as a bar to any and all actions, fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind that are known or unknown, or suspected or unsuspected, including, without limitation, claims of entitlements under the California Public Employees’ Retirement System (CalPERS) that are only afforded to employees and not independent contractors. Contractor further represents and warrants that it understands this waiver and that if it does not understand this waiver, it shall seek the advice of a qualified attorney before executing this Agreement.

CC. CalPERS Retiree Disclosure. Contractor hereby expressly agrees to clearly and conspicuously disclose to City in writing any and all persons working for Contractor who are retirees under the California Public Employees’ Retirement System (CalPERS) whom receives a monthly CalPERS retirement allowance, which may provide services to City under the Agreement, prior to such person performing any services hereunder. Nothing herein shall be deemed or interpreted to limit a CalPERS retiree’s obligations under applicable law, rules or regulations.

DD. Contractor’s Obligation to Maintain Documents. Contractor shall retain all citation dispositions, including appeal paperwork, if any, for a minimum of two (2) years from the disposition/hearing date. Such records and related data shall be available for reasonable inspection and audit by the City online or at the Contractor’s location at reasonable times upon notice to Contractor.

**SIGNATURE PAGE TO FOLLOW**

Attachment: Agreement Data Ticket - Admin Cites (5810 : APPROVE PROFESSIONAL SERVICE AGREEMENTS WITH DATA TICKET, INC. FOR



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

City of Moreno Valley

Data Ticket, Inc.

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

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

TITLE: \_\_\_\_\_  
(President or Vice President)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

<b><u>INTERNAL USE ONLY</u></b>
APPROVED AS TO LEGAL FORM:
_____ City Attorney
_____ Date
RECOMMENDED FOR APPROVAL:
_____ Department Head <i>(if contract exceeds 15,000)</i>
_____ Date

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

TITLE: \_\_\_\_\_  
(Corporate Secretary)

\_\_\_\_\_  
Date

Attachment: Agreement Data Ticket - Admin Cites (5810 : APPROVE PROFESSIONAL SERVICE AGREEMENTS WITH DATA TICKET, INC. FOR

## EXHIBIT A

### SCOPE OF SERVICES

#### I. General

- A. The City of Moreno Valley is a municipal governmental agency that provides services to approximately 210,000 residents in Moreno Valley. In addition, the City maintains several hundred miles of public streets, City parks and libraries spread throughout its 52 sq. mi.
- B. The City of Moreno Valley's Community Enhancement and Neighborhood Services Division responds to citizen complaints and proactively identifies code violations on public and private property, protecting the health and safety of the community. This division also ensures voluntary resolution of issues Citywide by enforcing the City's municipal codes.
- C. The City of Moreno Valley issues approximately 1,600 Administrative Citations annually. Citations are paid by phone, online, mail, or in person.
- D. The Community Enhancement & Neighborhood Services Division requires support in the specialized areas delineated herein and will collaborate with a professional, qualified Contractor to fulfill the Scope of Work.
- E. The full, contracted Scope of Work shall be negotiated with the selected firm based on the services proposed by firm and/or required by the City.
- F. The City is under contract with its current Contractor through June 30, 2022. The contract awarded through this RFP will be for a term not to exceed five years beginning July 1, 2022, unless terminated in accordance with the terms of the Agreement.
- G. The Contractor shall be a highly qualified firm experienced in citation processing services in support of municipal administrative citation operations.
  1. Services include, but are not limited to: technology-assisted (handheld) administrative citation issuance; manual, paper administrative citation issuance; administrative citation tracking; online, phone, mail, and in-person payment acceptance; administrative citation appeal processing (including administrative hearings to be held by phone, electronically with video conference software, and/or in person at a City facility); and collections.
  2. The intent is to quickly, efficiently, and proactively manage all administrative citations with a high level of customer service.
- H. Proposals should reflect expertise managing such programs and clearly state recent related experience.

- I. The Contractor shall have the ability and experience to establish, maintain, and act as the City's Public Contact Unit (PCU) in the California Franchise Tax Board's (FTB) Interagency Intercept Collection Program (IIC).
- J. The Contractor shall have the ability and experience to establish, maintain, and participate in the California Franchise Tax Board's (FTB) Secure Web Internet File Transfer (SWIFT) system.
- K. Contractor shall be able to provide, support, warranty, and replace/repair handheld ticket writers with necessary citation issuance software.
- L. Contractor shall meet all requirements of the specifications contained herein, in addition to those set forth in applicable federal, state and local laws, rules and regulations, including without limitation all legislated mandates by the State of California, County of Riverside, and local City Municipal Code.
- M. No portion of the contract shall be permitted to be subcontracted without the express prior written approval from the City.
  - 1. Contractor must disclose the nature of work being subcontracted and the name of the private or public agency.
  - 2. Contractor shall be responsible for ensuring that any subcontractor used operate within the terms of the agreement, and Contractor shall continue to be liable for such services and obligations, and shall not be relieved of any obligation.
- N. Contractor shall furnish personnel, materials, and supplies in connection with processing of administrative citations for municipal code violations pursuant to the laws of the State of California and local ordinances.

## II. Specific

### A. Citation Processing

- 1. Ability to process electronic and handwritten/manual, paper citations; and maintain relevant citation information for periods and in a manner required by law and/or City policy.
- 2. Such maintained citation records shall contain, at a minimum: payment information and history, collection efforts, disposition, appeal history, outstanding collections record, and any information necessary to maintain an audit trail.
- 3. For administrative citations issued electronically through handheld units, citation submittal shall update the system in real time.
- 4. For administrative citations issued handwritten/manually, Contractor shall update the system within two (2) business days of receipt of the citation submittal from the City, or immediately

- notify the City with all citations unable to be processed for any reason (e.g. no violation code; illegible handwriting; missing information, etc.).
5. Contractor shall provide collection services, including delinquent collection and reporting to credit agencies and/or the California Franchise Tax Board (FTB).
  6. Contractor shall, in their Proposal, demonstrate sufficient experience in processing Administrative Review requests, including Review Notification content.
  7. Contractor shall provide administrative adjudication hearing services, held by phone, electronically with video conference software, and/or in person at a City facility, and appeal management including qualified hearing officers.
    - a) Contractor shall provide all necessary equipment and personnel for administrative adjudication hearings including, but not limited to: Hearing Officer; computers; audio recording devices.
    - b) Hearings shall be a minimum of four (4) hours scheduled/held at least one time (1) per quarter or in accordance with state law.
    - c) The City's responsibility shall only be to provide hearing packets and the hearing facility at no cost to the Contractor.
    - d) Contractor shall, in their Proposal, provide an overview of hearing adjudication procedures to demonstrate sufficient experience.
  8. Authorized representatives at the City shall have sole authority to hold/suspend or void administrative violations and/or citations.
  9. Contractor shall be responsible for correcting all system malfunctions and errors attributable to the Contractor, at no cost to the City.
  10. Contractor shall maintain separate accounts, billings, records, and citation formats for each Department/Division as provided by the City.
  11. Contractor shall, in their Proposal, define the types and number of collection letters submitted, including the timeframe in which those collection letters are sent.
  12. Contractor shall provide, at no cost to the City, training and materials for all operations of access, usage, and equipment provided, including but not limited to: features, inquiry of citation database, data entering/editing, and use of any citation handheld units/printers.

**B. Customer Service**

1. The Contractor must adhere to the City's Customer Care Standards (separate attachment in Planet Bids), made part of this RFP, in all interactions with citation recipients and City personnel.
2. Contractor shall provide efficient, courteous, and professional service for all customer interactions and correspondence.
3. Contractor shall provide an automated, toll-free phone number, available 24/7 in English and Spanish, for citation recipient inquiries, acceptance of citation payments, and providing real-time citation information.
4. Live operator assistance shall be provided during regular City business hours, Monday through Friday, 7:30 A.M. to 5:30 P.M. (Pacific Time), excluding City holidays.
5. Customer service representatives shall be available in both English and Spanish to provide instructions and information on general administrative citation policies and procedures, to handle complaints, and provide how to pay or contest citation information. For complaints, a telephone response shall be provided within one (1) business day.

**C. Technology**

1. Contractor shall provide a system with sufficient security to maintain confidentiality and restrict access only to authorized users. Contractor shall include a description of such security measures in their proposal.
2. Contractor shall maintain effective procedures of internal control, back-up provisions, and disaster recovery in accordance with industry best practices. Contractor shall include a description of such measures in their proposal.
3. The system shall provide password protection for each user and limit system capabilities and functions per user.
4. Access must be available using a standard PC. No additional software shall be required by the City to access the Contractor's system.
5. The system shall be capable of adding phone/conversation notes to each citation. Notes should capture the date, operator, reason for call, and any comments. The system must accommodate multiple notes per citation and notes must be able visible to City.
6. Contractor shall offer citation recipients online access to review individual citations, pay citations electronically, and appeal online.

7. The system shall be dynamic and capable of adapting to changes in policy, fees, user preferences, or future changes in processing requirements as directed by the City.
8. The Contractor shall provide the City with unlimited user accounts at no cost.
9. Technical Support
  - a) Contractor shall provide, at no additional cost to City, technical support and troubleshooting assistance for any and all hardware and software used by the City.
  - b) Technical support and assistance must be available during regular City business hours, Monday through Friday, 7:30 A.M. to 5:30 P.M. (Pacific Time), excluding City holidays.
10. Upon any termination, and assuming Contractor is hosting database portion of the software or otherwise is in control of City Data, Contractor will make all City Data available to City for electronic retrieval via a Microsoft SQL Server database export for a period of sixty (60) days at no additional cost to City.

**D. Financial**

1. Contractor shall intake payments for citations and shall handle in accordance with the City's financial requirements herein.
2. Contractor shall accept payments by mail, phone, or an online internet-based payment system. This online system shall comply with any applicable requirements for adequate security of personal information.
3. The system shall have the ability to allow the citation recipient to pay for a citation using a debit or credit card for on-line payments.
4. Citation recipients also have the option to pay by check via mail, or in-person at City Hall.
5. All administrative citation payments collected, including fines, penalties, or bail amounts, shall be marked "paid" in real-time, immediately upon receipt.
6. The postmark date of mailed payments shall be the criteria to establish any delinquent fees due.
7. Deposits must be made in the City's required format and in a time and manner specified by the City. City shall have the ability to access all accounting reports remotely.
8. Collection and Deposit of Funds
  - a) The Contractor shall deposit daily collected citation funds directly into a City account with deposit slips provided by the City.

- b) Deposits shall be made directly into the account by the Contractor for the City, with the exception of credit card payments.
  - c) All deposits shall be made at full citation amount (including any accrued penalties) and will not be adjusted for any costs.
  - d) Contractor shall indicate all applicable citation numbers on checks deposited to the City.
9. Credit Card/ACH Payments
- a) Credit card/ACH payments shall be directly deposited into an account held by Contractor with monthly payment to the City.
  - b) Credit card/ACH payments are reconciled and remitted monthly to the City within the first ten (10) calendar days after the close of the month, but tracked on the citations management software system on a daily basis.
  - c) Any credit card/ACH fees shall be assumed by the Contractor, or the end user.
10. Invoicing
- a) Contractor shall submit monthly invoices for costs, fees, and/or services rendered.
  - b) Invoices shall be submitted to appropriate Department/Division as provided by the City within the first ten (10) calendar days after the close of the month.
11. The Contractor shall adhere to § 1.10.080 Civil fines — Amount and penalties in the City of Moreno Valley Municipal Code, as may be amended in City’s sole and absolute discretion.
12. Postal Rate Adjustment – The Contractor will maintain auditable records to document the Contractor’s actual postage costs associated with the mailing of all notices for unpaid citations and for other mailings related to the processing of correspondence.
- a) If there is a postal rate adjustment during the term of the Agreement, that adjustment will be invoiced effective on the date that the postal rate adjustment goes into effect.
  - b) City shall be notified in writing 30 days prior to any proposed postal rate increases.
- E. **Forms/Notices/Correspondence**
- 1. Contractor shall provide the necessary mailed correspondence in strict accordance with the City’s requirements, and the ability to track forms to meet all applicable state and local laws regarding citation processing and adjudication.

2. Contractor shall work with City to develop all notices generated, formatted, and mailed to debtors including layout and content. The City has final approval over letter content including text and layout. The system shall maintain a copy of all correspondence mailed and the mailing dates.
3. All notices and letters must include an interior envelope for return. The notices must meet all U.S. Postal Service requirements and are subject to approval by the City.
4. All notices, follow-ups, and correspondence shall be sent to citation recipient in accordance with all applicable laws and industry best standards.
5. Contractor will receive and shall review all correspondence, including public inquiries (e.g. electronic, paper, phone, etc.). These include but are not limited to: appeal requests, refund requests, or void requests. Contractor shall research inquiries for handling and determine needed actions.

**F. Reporting**

1. System shall be able to produce standard business operational reports. The system must be capable of exporting all data in the system in a portable document format (“PDF”), comma-separated value (“CSV”), or similar, industry standard format.
2. Contractor agrees to provide assistance and support in the design and creation of any report requested by City, at no cost to City, that are not already a part of your system’s standard, canned reporting features.
3. Reconciliation Report: Deposit report that supports amounts deposited into City’s account shall be available. The system must be capable of exporting all data in the system in a comma-separated value (“CSV”) or similar, industry standard format.
4. Revenue Report: A monthly revenue report listing all revenue received during the preceding month shall be available. The system must be capable of exporting all data in the system in a comma-separated value (“CSV”) or similar, industry standard format. Report shall also provide information regarding the City’s responsibility for any taxes on collected funds.
5. FTB Interagency Intercept Collection Program (IIC) Offset Payment(s) report for lottery, personal income tax, and unclaimed property by transaction date.
6. Contractor shall retain all citation dispositions, including appeal paperwork, if any, for a minimum of two (2) years from the disposition/hearing date. Such records and related data shall be available for reasonable inspection and audit by the City online or



at the Contractor's location at reasonable times upon notice to Contractor.

G. **General**

1. Attend City meetings as needed, or when requested at Contractor's own expense (at minimum via phone conference). This includes but is not limited to, transportation, lodging, meals and staff time.
2. Ownership
  - a) All plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents and subcontractors in the course of implementing the services, except working notes and internal documents, shall become the property of the City upon payment to Contractor for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Contractor or to any other party. Contractor shall, at its expense, provide such reports (including any electronic copies), plans, studies, documents and other writings to the City upon written request.
  - b) All computer software and systems, related automated and manual procedures, instructions, computer programs, and data storage media contain same, and written procedures performed hereunder (collectedly the "System") are and shall remain, exclusively the sole property of Contractor, and the City shall acquire no right or title to said Systems.
3. Property of City
  - a) All documents, records, discs, files and tapes supplied by City to Contractor in performance of this contact are agreed to be and shall remain the sole property of City.
  - b) Contractor agrees to return same promptly to City no later than sixty (60) days following notice to the Contractor.
  - c) The City shall make arrangements with Contractor for the transmission of such data to the City.
4. Confidentiality
  - a) All ideas, memoranda, specifications, plans, procedures, drawings, photographs, descriptions, computer program data, input record data, written information, and other documents and data either created by or provided to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor. Such materials shall not, without prior written consent of the City, be used by Contractor for any purposes other than the performance of the services under this Agreement, nor shall

such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Contractor which is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential.

- b) Contractor shall not use the City's insignia or photographs relating to the project for which Contractor's services are rendered, or any publicity pertaining to the Contractor's services under this RFP and/or Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of the City.
  - c) In order to enable Contractor to carry out its work hereunder, to some extent it will have to impart to the City's employees information contained in the Materials and Systems (collectively the "Confidential data").
  - d) The City agrees that information contained in the data that was marked in writing as "Confidential," "Proprietary" or similarly, so as to give notice of its confidential nature, when submitted to the City by Contractor shall be retained by City in the strictest confidence and shall not be used or disclosed in any form except in accordance with the terms herein or as required by law.
  - e) The City recognizes that irreparable harm could be occasioned to Contractor by disclosure of confidential data that is related to its business and that Contractor may accordingly seek to protect such confidential data by enjoining disclosure.
5. Storage for City:
- a) Contractor agrees to store original citations for the current year of issuance plus two (2) years, at which time they will be returned to City or shredded, as directed by the City in its sole and absolute discretion. Contractor will have such information available on system, CD or diskette for City's review for a reasonable time period to permit City retrieval of such information. City relieves Contractor of all liability costs associated with data released by City to any other person or entity using such data.
  - b) Subsequent to the termination of the Agreement, Contractor will return all hard copies to the City or shred them, at City's sole and absolute discretion. If requested, an electronic file,

diskette or CD of all processed data will be available to the City.

- c) Upon any termination, and assuming Contractor is hosting database portion of the software, Contractor will make all City Data available to City for electronic retrieval via a Microsoft SQL Server database export for a period of thirty (30) days.

H. **Rate Adjustment**

- 1. Annual Rate Adjustment – Approved rates may be reviewed annually and may be adjusted to reflect changes in the Consumer Price Index for All Urban Consumers (CPI-U).
  - a) To request a rate review, Contractor shall submit adjustment requests to the City by February 1 of each calendar year.
  - b) The adjustments shall reflect the change in the CPI-U index within the Riverside-San Bernardino-Ontario, CA Metropolitan Area published in February for the January-to-January period just passed.
  - c) A grant of a rate adjustment may be recommended by the City Manager, or his or her designee, and referred to the City Council for approval.
  - d) If granted, the adjustments shall be effective on July 1 of each calendar year during the Agreement term.

End of Scope of Service

## EXHIBIT B

### CITY'S RESPONSIBILITIES

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the city, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps, and other right-of-way data, pending or proposed subject property land division and development application data , all newly developed or pertinent design and project specification data, all such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the contractor.
3. The City agrees to provide direction to Contractor in writing as early as practical regarding any particular service requirements that may become necessary from time to time in the performance of the scope of services.
4. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

## EXHIBIT C

### TERMS OF PAYMENT

1. The Contractor's compensation shall not exceed **\$565,000.00**.
2. The Contractor will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: [http://www.moval.org/do\\_biz/biz-license.shtml](http://www.moval.org/do_biz/biz-license.shtml)
3. The Contractor will electronically submit an invoice to the City on a monthly basis for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services since the last invoice. At no time will the City pay for more services than have been satisfactorily completed and the City's determination of the amount due for any progress payment shall be final. The Contractor will submit all original invoices to Accounts Payable staff at [AccountsPayable@moval.org](mailto:AccountsPayable@moval.org)

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

Copies of invoices may be submitted to the Community Enhancement Division at

[codeadmin@moval.org](mailto:codeadmin@moval.org) or calls directed to (951) 413-3340.

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

- E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
6. The City shall pay the Contractor for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.
  7. Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.
  8. Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.
  - 9.

		Total Cost
1	Fee for Processing and Collecting Each Citation (Handwritten)	\$5.00 per citation
2	Social Security Number Lookups	\$2.00 per request
3	Franchise Tax Board Interface/Collections	15% of collected revenue
4	Administrative Adjudication Hearing Services (including preparation and mailing of hearing results via certified mail)	\$45.00 per citation & \$5.00 per certified mailing
5	1 <sup>st</sup> Notice (preparation and mailing, including postage)	\$0.78
6	2 <sup>nd</sup> Notice (preparation and mailing, including postage)	\$0.00
7	3 <sup>rd</sup> Notice (preparation and mailing, including postage)	\$0.00
8	Delinquent Collections	23% of collected revenue
9	Delinquent Collections Notice (preparation and mailing, including postage)	\$0.00
10	NSF Payments (processed, payments reversed, penalties added, and letter sent)	\$4.00 per NSF

11	Credit Reporting Collections – Legal Action Not Required	30% of collected revenue
12	Credit Reporting Collections – Legal Action Required	30% of collected revenue
13	Other services provided as appropriate	
14	Fee for Processing and Collecting each citation (Handheld) optional	\$4.00
15	Purchase Hand Held Ticket Writers – Samsung Galaxy Tab	\$1,200.00 per device
16	Lease Hand Held Ticket Writers – Samsung Galaxy Tab & 4” Printer	\$105.00 per device per month
17	Purchase Bluetooth Enabled Printers for Ticket Writers – 4” Printer	\$1,400.00 per device
18	Maintenance/Support/Upgrade Ticket Writers	\$20.00 per device per month
19	Airtime for Ticket Writers	\$TBD per device

#### Supplemental Fees

Administration of adjudication process:	
Place hold & scan all received documentation	\$0.50
Generate and send each adjudication letters	\$0.75*
Additional Correspondence (Indigent/regular payment plan letters, fled letters, letters of correction and any other additional correspondence as requested by City):	\$0.75*
Handheld Units:	
Annual Software License	\$150.00/unit
Joint / Escrow Banking Services	\$85.00 per month
Services for the above-mentioned item include:	
<ul style="list-style-type: none"> <li>• Daily deposits of funds to the Agency’s escrow account</li> <li>• Online, real-time reconciliation reports that tie directly to the bank statement</li> <li>• Processing of all credit card chargebacks and Insufficient Funds</li> <li>• Month-end reconciliation of all funds collected</li> <li>• Payment of Data Ticket’s invoice</li> <li>• Disbursement of the net remittance to the Agency</li> <li>• Scanning of all payments directly to joint bank account daily using remote check deposit</li> <li>• The Agency will be responsible for the purchase of banking supplies, including checks and endorsement stamps; these fees typically run \$200.00 per year</li> </ul>	

<p>Chargebacks, NSF's, Refunds Issued</p> <ul style="list-style-type: none"> <li>• Data Ticket will process refunds when notified of each need</li> <li>• In the event the Agency utilizes Joint Banking Data Ticket will verify, generate, and send each refund due</li> <li>• Refunds will be issued weekly</li> <li>• Refunds will be sent via 1st Class Mail</li> <li>• Data Ticket will process credit card chargebacks and NSFs when notified of each occurrence</li> <li>• Once processed, Data Ticket will send a custom letter to the individual detailing the returned item and the amount due on the citation</li> </ul>	<p>\$4.00 per issued instance</p>
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\* All costs related to sending correspondence / letters is inclusive of the cost of first-class mail. In the event the USPS increases the current rate of first-class postage, the cost of these items will increase by the amount increased. Mailings quoted are not sent via certified mail. Data Ticket is happy to provide pricing reflective of certified mailings if the city is interested.

An administrative fee will be charged to a customer paying via credit / debit card that is equal to \$3.50.

Ticket stock and envelopes may be adjusted based on the quantity and design requested.

Data plans associated with handheld ticket writers will be treated as a straight pass-thru from the selected provider.

Payment plan fees will be assessed to the customer if a payment plan is implemented.



## EXHIBIT D

### INSURANCE REQUIREMENTS

#### **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, which shall include insurance for “bodily injury,” “property damage” and “personal and advertising injury” with coverage for premises and operations, products and completed operations, and contractual liability.
2. The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers’ Compensation insurance as required by the California Labor Code and Employer’s Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance appropriate to Contractor’s profession.

#### Minimum Limits of Insurance

Contractor shall maintain limits of liability of not less than:

1. General Liability:
  - \$1,000,000 per occurrence for bodily injury and property damage
  - \$1,000,000 per occurrence for personal and advertising injury
  - \$2,000,000 aggregate for products and completed operations
  - \$2,000,000 general aggregate
2. Automobile Liability:
  - \$1,000,000 per accident for bodily injury and property damage
3. Employer’s Liability:
  - \$1,000,000 each accident for bodily injury
  - \$1,000,000 disease each employee
  - \$1,000,000 disease policy limit

4. Professional Liability (Errors and Omissions):

\$1,000,000 per claim/occurrence

\$2,000,000 policy aggregate

**Umbrella or Excess Insurance**

In the event Contractor purchases an Umbrella or Excess insurance policy(ies) to meet the “Minimum Limits of Insurance,” this insurance policy(ies) shall “follow form” and afford no less coverage than the primary insurance policy(ies).

**Deductibles and Self-Insured Retentions**

Contractor shall be responsible for payment of any deductibles contained in any insurance policy(ies) required hereunder and Contractor shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers; or (ii) Contractor shall provide a financial guarantee, satisfactory to the City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

**Other Insurance Provisions**

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers are to be covered as additional insureds.
2. The coverage shall contain no special limitations on the scope of protection afforded to City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.
3. Contractor’s insurance coverage shall be primary and no contribution shall be required of City.

The Workers’ Compensation insurance policy is to contain, or be endorsed to contain, the following provision: Contractor and its insurer shall waive any right of subrogation against City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by Contractor.
2. Insurance must be maintained and evidence of insurance must be provided for at least 3 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by Contractor, Contractor must purchase extended reporting coverage for a minimum of 3 years following the expiration or termination of the Agreement.
4. A copy of the claims reporting requirements must be submitted to City for review.
5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice by certified mail, return receipt requested, has been given to City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Contractor shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for City, Contractor shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

#### **Acceptability of Insurers**

All policies of insurance required hereunder shall be placed with an insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide; or authorized by the City Manager or his/her designee.

#### **Verification of Coverage**

Contractor shall furnish City with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the City Manager or his/her designee prior to City's execution of the Agreement and before work commences.

## 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 **DATA TICKET, INC.**, a **CORPORATION**, with its principal place of business at **2603 MAIN ST., SUITE 300, IRVINE, CA 92614**, 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. This Agreement was procured pursuant to that certain Request for Proposals #**2022-048** dated **February 24, 2022** (“RFP”);
- C. Contractor desires to perform and assume responsibility for the provision of professional **parking citation processing services** contracting services required by the City on the terms and conditions set forth in this Agreement and RFP. Contractor represents that it is experienced in providing professional **parking citation processing services** contracting services, is licensed in the State of California, if applicable;
- D. City desires to engage Contractor to render such services for the **parking citation processing services** as set forth in this Agreement;
- E. The public interest, convenience, necessity and general welfare will be served by this Agreement; and
- F. This Agreement is made and entered into effective the date the City signs this Agreement.

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

Contractor’s Name: **Data Ticket, Inc.**  
 Address: **2603 Main St., Suite 300**  
 City: **Irvine** State: **CA** Zip: **92614**  
 Business Phone: **949.428.7240** Fax No. **949.281.3195**  
 Other Contact Number: **n/a**  
 Business License Number: **12518**  
 Federal Tax I.D. Number: **93-1010811**

**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 and as set forth in the RFP.

- 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, 2022** to **June 30, 2027** unless terminated earlier as provided herein. The City acknowledges that it will not unreasonably withhold approval of the Contractor’s requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor’s reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.
  - E. In the event of conflict or ambiguity, the following order of precedence shall control: RFP, Agreement, and Scope of Services set forth in Exhibit “A”.
3. **STANDARD TERMS AND CONDITIONS:**
- A. Control of Work. Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The City will not provide any training to Contractor or his/her/its employees.
  - B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services is paid by the Contractor, an agent or employee of the City, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the City, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the City.
  - C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the City. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the City shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].
  - D. Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.
  - E. Substitution of Key Personnel. Contractor has represented to City that certain key personnel will perform and coordinate the services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the services in

a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the project or a threat to the safety of persons or property, shall be promptly removed from the project by the Contractor at the request of the City. The key personnel for performance of this Agreement are as follows: **Heather Nowlan, Director Client Services, Project Manager, Brook Westcott, Chief Operating Officer & Supplemental Project Manager, Wanda Stone, IT Manager, Bradley Miller, Mobile Support Manager, and Serena Smith-Banas, Client Relations Coordinator.**

- 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 **Brook Westcott, Chief Operating Officer**, 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 (collectively, “Claims”), 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, including without limitation any and all Claims relating to any determination that Contractor, or any person acting on behalf of Contractor in performance of this Agreement, should have been enrolled in CalPERS as an employee, and any related penalties and/or fees associated therewith; except for claims arising solely from city’s sole negligence, recklessness or willful misconduct. 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

Professional Errors and Omission Insurance—such coverage shall not be less than \$1,000,000 per claim and \$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, employees and agents are included as additional insured under this policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, its officers, employees and agents, under any third party liability policy

Attachment: Agreement Data Ticket - Parking Cites (5810 : APPROVE PROFESSIONAL SERVICE AGREEMENTS WITH DATA TICKET, INC. FOR



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. Without limiting the generality of the forgoing, all ideas, memoranda, specifications, plans, procedures, drawings, photographs, descriptions, computer program data, input record data, written information, and other documents and data either created by or provided to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor. Such materials shall not, without prior written consent of the City, be used by Contractor for any purposes other than the performance of the services under this Agreement, nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Contractor which is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Further, Without limiting the generality of the forgoing, all plans, studies, documents, information and other writings prepared by and for Contractor, its officers, employees and agents and subcontractors in the course of implementing the services ("City Data"), except working notes and internal documents, shall become the property of the City upon payment to Contractor for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Contractor or to any other party. Contractor shall, at its expense, provide such reports (including any electronic copies), plans, studies, documents and other writings to the City upon written request. Additionally, Contractor shall not use City's insignia or photographs related to the project for which Contractor's services are rendered, or any publicity pertaining to the Contractor's services under this Agreement and/or other similar medium without the prior written consent of City.

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. Upon any event of termination, and assuming Contractor is hosting database portion of any related software or otherwise is in control of City data, Contractor will make all City data available to City for electronic retrieval via a Microsoft SQL Server database export for a period of sixty (60) days at no additional cost to City, in format reasonably requested by City.
- (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:**

**Data Ticket, Inc.  
2603 Main St., Suite 300  
Irvine, CA 92617  
Attn: Brook Westcott, Chief Operating Officer**

**City:**

**City of Moreno Valley  
14177 Frederick Street  
P.O. Box 88005  
Moreno Valley, CA 92552  
Attn: Community Enhancement Manager/Supervisor**

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

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

- Z. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- AA. Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.
- BB. Civil Code Section 1542 Waiver. Contractor expressly waives any and all rights and benefits conferred upon it by the provisions of Section 1542 of the California Civil Code which reads as follows:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

\_\_\_\_\_  
Initials

This waiver shall be effective as a bar to any and all actions, fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind that are known or unknown, or suspected or unsuspected, including, without limitation, claims of entitlements under the California Public Employees’ Retirement System (CalPERS) that are only afforded to employees and not independent contractors. Contractor further represents and warrants that it understands this waiver and that if it does not understand this waiver, it shall seek the advice of a qualified attorney before executing this Agreement.

- CC. CalPERS Retiree Disclosure. Contractor hereby expressly agrees to clearly and conspicuously disclose to City in writing any and all persons working for Contractor who are retirees under the California Public Employees’ Retirement System (CalPERS) whom receives a monthly CalPERS retirement allowance, which may provide services to City under the Agreement, prior to such person performing any services hereunder. Nothing herein shall be deemed or interpreted to limit a CalPERS retiree’s obligations under applicable law, rules or regulations.
- DD. Contractor’s Obligation to Maintain Documents. Contractor shall retain all citation dispositions, including appeal paperwork, if any, for a minimum of two (2) years from the disposition/hearing date. Such records and related data shall be available for reasonable inspection and audit by the City online or at the Contractor’s location at reasonable times upon notice to Contractor.

**SIGNATURE PAGE TO FOLLOW**

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

City of Moreno Valley

Data Ticket, Inc.

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

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

TITLE: \_\_\_\_\_  
(President or Vice President)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

<b><u>INTERNAL USE ONLY</u></b>
APPROVED AS TO LEGAL FORM:
_____ City Attorney
_____ Date
RECOMMENDED FOR APPROVAL:
_____ Department Head <i>(if contract exceeds 15,000)</i>
_____ Date

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

TITLE: \_\_\_\_\_  
(Corporate Secretary)

\_\_\_\_\_  
Date

Attachment: Agreement Data Ticket - Parking Cites (5810 : APPROVE PROFESSIONAL SERVICE AGREEMENTS WITH DATA TICKET, INC. FOR

## EXHIBIT A

### SCOPE OF SERVICES

#### I. General

- A. The City of Moreno Valley is a municipal governmental agency that provides services to approximately 210,000 residents in Moreno Valley. In addition, the City maintains several hundred miles of public streets, City parks and libraries spread throughout its 52 sq. mi.
- B. The City of Moreno Valley's Community Enhancement and Neighborhood Services Division responds to complaints and proactively identifies parking violations on public and private property, protecting the health and safety of the community. This division also ensures voluntary resolution of issues Citywide by enforcing the California Vehicle Code and the City's municipal codes.
- C. The City of Moreno Valley issues approximately 35,000 parking citations annually. Citations are paid by phone, online, mail, or in person.
- D. The Community Enhancement & Neighborhood Services Division requires support in the following specialized areas and will collaborate with a professional, qualified Contractor to fulfill the Scope of Work.
- E. The full, contracted Scope of Work shall be negotiated with the selected firm based on the services proposed by firm and/or required by the City.
- F. The City is under contract with its current Contractor through June 30, 2022. The contract awarded through this RFP will be for a term not to exceed five years beginning July 1, 2022, unless terminated in accordance with the terms of the Agreement.
- G. The Contractor shall be a highly qualified firm experienced in parking citation processing services in support of municipal parking citation operations.
  1. Services include, but are not limited to: technology-assisted (handheld) parking citation issuance; manual, paper parking citation issuance; parking citation tracking; online, phone, mail, and in-person payment acceptance; parking citation appeal processing (including 2nd level adjudication review to be held by phone, electronically with video conference software, and/or in person at a City facility); and collections.
  2. The intent is to quickly, efficiently, and proactively manage all parking citations with a high level of customer service.
- H. Proposals should reflect expertise managing such programs and clearly state recent related experience.
- I. The Contractor shall have the ability and experience to establish, maintain, and act as the City's Public Contact Unit (PCU) in the California

Franchise Tax Board's (FTB) Interagency Intercept Collection Program (IIC).

- J. The Contractor shall have the ability and experience to establish, maintain, and participate in the California Franchise Tax Board's (FTB) Secure Web Internet File Transfer (SWIFT) system.
- K. Contractor shall be able to provide, support, warranty, and replace/repair handheld ticket writers with necessary citation issuance software.
- L. Contractor shall meet all requirements of the specifications contained herein, in addition to those set forth in applicable federal, state and local laws, rules and regulations, including without limitation all legislated mandates by the State of California, County of Riverside, and local City Municipal Code.
- M. No portion of the contract shall be permitted to be subcontracted without the prior express written approval from the City.
  - 1. Contractor must disclose the nature of work proposed to be subcontracted and the name of subcontractor.
  - 2. Contractor shall be responsible for ensuring that any subcontractor used operate within the terms of the agreement, and Contractor shall continue to be liable for such services and obligations, and shall not be relieved of any obligation.
- N. Contractor shall furnish personnel, materials, and supplies in connection with processing of parking citations for violations pursuant to the laws of the State of California and local ordinances.

## II. Specific

### A. Citation Processing

- 1. Ability to process electronic and handwritten/manual, paper citations, and maintain relevant citation information for periods and in a manner required by law and or City policy.
- 2. Such information for maintained citation records shall contain, at a minimum: payment information and history, collection efforts, disposition, appeal history, outstanding collections record, and any information necessary to maintain an audit trail.
- 3. For parking citations issued electronically through handheld units, citation submittal shall update the system in real time including notification of any scofflaw violators.
- 4. For parking citations issued handwritten/manually, Contractor shall update the system within two (2) business days of receipt of the citation submittal from the City, or immediately notify the City

- with all citations unable to be processed for any reason (e.g. no violation code; illegible handwriting; missing information, etc.).
5. Contractor shall provide collection services, including delinquent collection and reporting to credit agencies and/or the California Franchise Tax Board (FTB).
  6. Contractor shall process DMV holds and releases within two (2) business days.
  7. Contractor shall have the ability to calculate/report/distribute parking citation revenue sharing as required by state and local laws.
  8. Contractor shall, in their Proposal, demonstrate sufficient experience in processing 2nd level appeal hearing requests, including Review Notification content.
  9. Contractor shall provide 2nd level adjudication hearing services, to be held by phone, electronically with video conference software, and/or in person at a City facility, and appeal management including qualified hearing officers.
    - a) Contractor shall provide all necessary equipment and personnel for adjudication hearings including, but not limited to: Hearing Officer; computers; audio recording devices.
    - b) Hearings shall be a minimum of four (4) hours scheduled/held at least one time (1) per quarter or in accordance with state law.
    - c) The City's responsibility shall only be to provide the hearing facility at no cost to the Contractor.
    - d) Contractor shall, in their Proposal, provide an overview of hearing adjudication procedures to demonstrate sufficient experience.
  10. Authorized representatives of the City shall have sole authority to hold/suspend or void parking violations and/or citations.
  11. Contractor shall be responsible for correcting all system malfunctions and errors attributable to the Contractor, at no cost to the City.
  12. Contractor shall maintain separate accounts, billings, records, and citation formats for each Department/Division as provided by the City.
  13. Contractor shall, in their Proposal, define the types and number of collection letters submitted, including the timeframe in which those collection letters are sent.



14. Contractor shall provide, at no cost to the City, training and materials for all operations of access, usage, and equipment provided, including but not limited to: features, inquiry of citation database, data entering/editing, and use of any citation handheld units/printers.
15. All requests for reviews of non-displayed placards will be conducted by City personnel.
  - a) Contractor shall provide a method for the City to handle administrative fines for disabled parking violations as detailed in CVC 40226.
  - b) All other disabled violations shall be contested through the normal appeal process.

**B. Customer Service**

1. The Contractor must adhere to the City's Customer Care Standards (separate attachment in Planet Bids), made part of this RFP, in all interactions with citation recipients and City personnel.
2. Contractor shall provide efficient, courteous, and professional service for all customer interactions and correspondence.
3. Contractor shall provide an automated, toll-free phone number, available 24/7 in English and Spanish, for citation recipient inquiries, acceptance of citation payments, and providing real-time citation information.
4. Live operator assistance shall be provided during regular City business hours, Monday through Friday, 7:30 A.M. to 5:30 P.M. (Pacific Time), excluding City holidays.
5. Customer service representatives shall be available in both English and Spanish to provide instructions and information on general administrative citation policies and procedures, to handle complaints, and provide how to pay or contest citation information. For complaints, a telephone response shall be provided within one (1) business day.

**C. Technology**

1. Contractor shall provide a system with sufficient security to maintain confidentiality and restrict access only to authorized users. Contractor shall include a description of such security measures in their proposal.
2. Contractor shall maintain effective procedures of internal control, back-up provisions, and disaster recovery in accordance with industry best practices. Contractor shall include a description of such measures in their proposal.

3. The system shall provide password protection for each user and limit system capabilities and functions per user.
4. Access must be available using a standard PC. No additional software shall be required by the City to access the Contractor's system.
5. The system shall be capable of adding phone/conversation notes to each citation. Notes should capture the date, operator, reason for call, and any comments. The system must accommodate multiple notes per citation and notes must be able visible to City.
6. Contractor shall offer citation recipients online access to review individual citations, pay citations electronically, and appeal online.
7. The system shall be dynamic and capable of adapting to changes in policy, fees, user preferences, or future changes in processing requirements as directed by the City.
8. Maintain and update listing of scofflaw files on a daily basis for City to upload into the handheld ticket writers.
9. The Contractor shall provide the City with unlimited user accounts at no cost.
10. Technical Support
  - a) Contractor shall provide, at no additional cost to City, technical support and troubleshooting assistance for any and all hardware and software used by the City.
  - b) Technical support and assistance must be available during regular City business hours, Monday through Friday, 7:30 A.M. to 5:30 P.M. (Pacific Time), excluding City holidays.
11. Upon any termination, and assuming Contractor is hosting database portion of the software or otherwise in control of City Data, Contractor will make all City Data available to City for electronic retrieval via a Microsoft SQL Server database export for a period of sixty (60) days at no additional cost to City.

D. **Financial**

1. Contractor shall intake payments for citations and shall handle in accordance with the City's financial requirements herein.
2. Contractor shall accept payments by mail, phone, or an online internet-based payment system. This online system shall comply with any applicable requirements for adequate security of personal information.
3. The system shall have the ability to allow the citation recipient to pay for a citation using a debit or credit card for on-line payments.

4. Citation recipients also have the option to pay by check via mail, or in-person at City Hall.
5. All administrative citation payments collected, including fines, penalties, or bail amounts, shall be marked “paid” in real-time, immediately upon receipt.
6. The postmark date of mailed payments shall be the criteria to establish any delinquent fees due.
7. Deposits must be made in the City’s required format and in a time and manner specified by the City. City shall have the ability to access all accounting reports remotely.
8. Collection and Deposit of Funds
  - a) The Contractor shall deposit daily collected citation funds directly into a City account with deposit slips provided by the City.
  - b) Deposits shall be made directly into the account by the Contractor for the City, with the exception of credit card payments.
  - c) All deposits shall be made at full citation amount (including any accrued penalties) and will not be adjusted for any costs.
  - d) Contractor shall indicate all applicable citation numbers on checks deposited to the City.
9. Credit Card/ACH Payments
  - a) Credit card/ACH payments shall be directly deposited into an account held by Contractor with monthly payment to the City.
  - b) Credit card/ACH payments are reconciled and remitted monthly to the City within the first ten (10) calendar days after the close of the month, but tracked on the citations management software system on a daily basis.
  - c) Any credit card/ACH fees shall be assumed by the Contractor, or the end user.
10. Invoicing
  - a) Contractor shall submit monthly invoices for costs, fees, and/or services rendered.
  - b) Invoices shall be submitted to appropriate Department/Division as provided by the City within the first ten (10) calendar days after the close of the month.
11. The Contractor shall adhere to Penalties and Delinquent Fee Schedule for Parking Violations as referenced in the City’s current

Fee Schedule (separate attachment in Planet Bids), as may be amended in City's sole and absolute discretion.

12. Postal Rate Adjustment – The Contractor will maintain auditable records to document the Contractor's actual postage costs associated with the mailing of all notices for unpaid citations and for other mailings related to the processing of correspondence.
  - a) If there is a postal rate adjustment during the term of the Agreement, that adjustment will be invoiced effective on the date that the postal rate adjustment goes into effect.
  - b) City shall be notified in writing 30 days prior to any proposed postal rate increases.

**E. Forms/Notices/Correspondence**

1. Contractor shall provide the necessary mailed correspondence in strict accordance with the City's requirements, and the ability to track forms to meet all applicable state and local laws regarding citation processing and adjudication.
2. Contractor shall work with City to develop all notices generated, formatted, and mailed to debtors including layout and content. The City has final approval over letter content including text and layout. The system shall maintain a copy of all correspondence mailed and the mailing dates.
3. All notices and letters must include an interior envelope for return. The notices must meet all U.S. Postal Service requirements and are subject to approval by the City.
4. All notices, follow-ups, and correspondence shall be sent to citation recipient in accordance with all applicable laws and industry best standards.
5. Contractor will receive and shall review all correspondence, including public inquiries (e.g. electronic, paper, phone, etc.). These include but are not limited to: appeal requests, refund requests, or void requests. Contractor shall research inquiries for handling and determine needed actions.
6. Contractor shall scan and maintain images of all inbound correspondence to verify postmarks.

**F. Reporting**

1. System shall be able to produce standard business operational reports. The system must be capable of exporting all data in the system in a portable document format ("PDF"), comma-separated value ("CSV"), or similar, industry standard format.
2. Contractor agrees to provide assistance and support in the design and creation of any report requested by City, at no cost to City, that

are not already a part of your system's standard, canned reporting features.

3. Reconciliation Report: Deposit report that supports amounts deposited into City's account shall be available. The system must be capable of exporting all data in the system in a comma-separated value ("CSV") or similar, industry standard format.
4. Revenue Report: A monthly revenue report listing all revenue received during the preceding month shall be available. The system must be capable of exporting all data in the system in a comma-separated value ("CSV") or similar, industry standard format. Report shall also provide information regarding the City's responsibility for any taxes on collected funds.
5. FTB Interagency Intercept Collection Program (IIC) Offset Payment(s) report for lottery, personal income tax, and unclaimed property by transaction date.
6. Contractor shall retain all citation dispositions, including appeal paperwork, if any, for a minimum of two (2) years from the disposition/hearing date. Such records and related data shall be available for reasonable inspection and audit by the City online or at the Contractor's location at reasonable times upon notice to Contractor.

**G. General**

1. Attend City meetings as needed, or when requested at Contractor's own expense (at minimum via phone conference). This includes but is not limited to, transportation, lodging, meals and staff time.
2. Ownership
  - a) All plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents and subcontractors in the course of implementing the services, except working notes and internal documents, shall become the property of the City upon payment to Contractor for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Contractor or to any other party. Contractor shall, at its expense, provide such reports (including any electronic copies), plans, studies, documents and other writings to the City upon written request.
  - b) All computer software and systems, related automated and manual procedures, instructions, computer programs, and data storage media contain same, and written procedures performed hereunder (collectively the "System") are and shall remain, exclusively the sole property of Contractor, and the City shall acquire no right or title to said Systems.

3. Property of City
  - a) All documents, records, discs, files and tapes supplied by City to Contractor in performance of this contract are agreed to be and shall remain the sole property of City.
  - b) Contractor agrees to return same promptly to City no later than sixty (60) days following notice to the Contractor.
  - c) The City shall make arrangements with Contractor for the transmission of such data to the City.
4. Confidentiality
  - a) All ideas, memoranda, specifications, plans, procedures, drawings, photographs, descriptions, computer program data, input record data, written information, and other documents and data either created by or provided to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor. Such materials shall not, without prior written consent of the City, be used by Contractor for any purposes other than the performance of the services under this Agreement, nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Contractor which is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential.
  - b) Contractor shall not use the City's insignia or photographs relating to the project for which Contractor's services are rendered, or any publicity pertaining to the Contractor's services under this RFP and/or Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of the City.
  - c) In order to enable Contractor to carry out its work hereunder, to some extent it will have to impart to the City's employees information contained in the Materials and Systems (collectively the "Confidential data").
  - d) The City agrees that information contained in the data that was marked in writing as "Confidential," "Proprietary" or similarly, so as to give notice of its confidential nature, when submitted to the City by Contractor shall be retained by City in the strictest confidence and shall not be used or disclosed in any form except in accordance with the terms herein below or as required by law.

- e) The City recognizes that irreparable harm could be occasioned to Contractor by disclosure of confidential data that is related to its business and that Contractor may accordingly seek to protect such confidential data by enjoining disclosure.
5. Storage for City
- a) Contractor agrees to store original citations for the current year of issuance plus two (2) years, at which time they will be returned to City or shredded, as directed by the City in its sole and absolute discretion. Contractor will have such information available on system, CD or diskette for City's review for a reasonable time period to permit City retrieval of such information. City relieves Contractor of all liability costs associated with data released by City to any other person or entity using such data.
  - b) Subsequent to the termination of the Agreement, Contractor will return all hard copies to the City or shred them, at City's sole and absolute discretion. If requested, an electronic file, diskette or CD of all processed data will be available to the City.
  - c) Upon any termination, and assuming Contractor is hosting database portion of the software, Contractor will make all City Data available to City for electronic retrieval via a Microsoft SQL Server database export for a period of thirty (30) days.

#### H. **Rate Adjustment**

1. Annual Rate Adjustment – Approved rates may be reviewed annually and may be adjusted to reflect changes in the Consumer Price Index for All Urban Consumers (CPI-U).
  - a) To request a rate review, Contractor shall submit adjustment requests to the City by February 1 of each calendar year.
  - b) The adjustments shall reflect the change in the CPI-U index within the Riverside-San Bernardino-Ontario, CA Metropolitan Area published in February for the January-to-January period just passed.
  - c) A grant of a rate adjustment may be recommended by the City Manager, or his or her designee, and referred to the City Council for approval.
2. If granted, the adjustments shall be effective on July 1 of each calendar year during the Agreement term.

#### I. **Registered Owner Name Retrieval**

1. Validate vehicle make upon return of registered owner information from DMV.

End of Scope of Service



## EXHIBIT B

### CITY'S RESPONSIBILITIES

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the city, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps, and other right-of-way data, pending or proposed subject property land division and development application data , all newly developed or pertinent design and project specification data, all such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the contractor.
3. The City agrees to provide direction to Contractor in writing as early as practical regarding any particular service requirements that may become necessary from time to time in the performance of the scope of services.
4. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

## EXHIBIT C

### TERMS OF PAYMENT

1. The Contractor's compensation shall not exceed **\$675,000.00**.
2. The Contractor will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: [http://www.moval.org/do\\_biz/biz-license.shtml](http://www.moval.org/do_biz/biz-license.shtml)
3. The Contractor will electronically submit an invoice to the City on a monthly basis for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services since the last invoice. At no time will the City pay for more services than have been satisfactorily completed and the City's determination of the amount due for any progress payment shall be final. The Contractor will submit all original invoices to Accounts Payable staff at [AccountsPayable@moval.org](mailto:AccountsPayable@moval.org)

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

Copies of invoices may be submitted to the Community Enhancement Division at

[codeadmin@moval.org](mailto:codeadmin@moval.org) or calls directed to (951) 413-3340.

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

- E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
6. The City shall pay the Contractor for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.
  7. Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.
  8. Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.
  - 9.

		Total Cost
1	Fee for Processing and Collecting Each Citation (Handwritten)	\$0.35 per citation
2	Fee for Processing and Collecting Each Citation (Handheld)	\$0.35 per citation
3	Social Security Number Lookups	\$1.50 per request
4	California DMV Hold/Releases	\$0.00 per cite
5	1 <sup>st</sup> Notice (preparation and mailing, including postage)	\$0.75 per notice
6	2 <sup>nd</sup> Notice (preparation and mailing, including postage)	\$0.00 per notice
7	3 <sup>rd</sup> Notice (preparation and mailing, including postage)	\$0.00 per notice
8	Franchise Tax Board Interface/Collections	15% of collected revenue
9	Delinquent Collections	23% of collected revenue
10	Delinquent Collections Notice (preparation and mailing, including postage)	\$0.00 per notice
11	NSF Payments (processed, payments reversed, penalties added, and letter sent)	\$4.00 per NSF

12	Credit Reporting Collections – Legal Action Not Required	30% of collected revenue
13	Credit Reporting Collections – Legal Action Required	30% of collected revenue
14	Fee for Collection Out-of-State Citation	23% of collected revenue
15	Acceptance and Scan of Indigent Payment Plans	\$5.00 or \$2.00 per plan – see additional fees section below
16	Indigent Payment Plan Letters	\$0.85 per letter
17	2 <sup>nd</sup> Level Adjudication Review Services (including preparation and mailing of hearing results via certified mail)	\$45.00 per cite + \$5.00 certified
18	1 <sup>st</sup> Level Disposition Letter (after City staff 1 <sup>st</sup> Level Review)	\$1.25 per letter
19	2 <sup>nd</sup> Level Disposition Letter	\$1.25 per letter
20	Purchase Handheld Ticket Writers (Samsung A52 or similar device)	\$1,200.00 per Device
21	Lease Handheld Ticket Writers (Samsung A52 or similar device w/ Alpha 3R printer)	\$50.00 per Device per month *
22	Purchase Bluetooth Enabled Printers for Ticket Writers	\$350.00 per Device
23	Maintenance/Support/Upgrade Ticket Writers	\$20.00 per Device per month
24	Airtime for Ticket Writers	\$TBD per Device
25	Handheld Accessories/Supplies (e.g. ticket rolls, batteries, chargers, holders, etc.)	
	Other services provided as appropriate	

#### Additional Fees

Administration of adjudication process:	
Place hold & scan all received documentation	\$0.50
Administration of Indigent Payment Plans:	
Approval/Denial by Data Ticket	\$5.00/request
Approval/Denial by City	\$2.00/request
Additional Correspondence (Indigent/regular payment plan letters, fled letters, letters of correction and any other additional correspondence as requested by City):	\$0.75*
Handheld Units:	

Annual Software License	\$150.00/unit
Monthly maintenance/repair/replacement with \$0.00 deductible.	\$20.00/unit
Joint / Escrow Banking Services	\$85.00 per month
<p>Services for the above-mentioned item include:</p> <ul style="list-style-type: none"> <li>• Daily deposits of funds to the Agency’s escrow account</li> <li>• Online, real-time reconciliation reports that tie directly to the bank statement</li> <li>• Processing of all credit card chargebacks and Insufficient Funds</li> <li>• Month-end reconciliation of all funds collected</li> <li>• Disbursement of County/State Surcharges at month-end</li> <li>• Payment of Data Ticket’s invoice</li> <li>• Disbursement of the net remittance to the Agency</li> <li>• Scanning of all payments directly to joint bank account daily using remote check deposit</li> <li>• The Agency will be responsible for the purchase of banking supplies, including checks and endorsement stamps; these fees typically run \$200.00 per year</li> </ul>	
<p>Chargebacks, NSF’s, Refunds Issued</p> <ul style="list-style-type: none"> <li>• Data Ticket will process refunds when notified of each need</li> <li>• In the event the Agency utilizes Joint Banking Data Ticket will verify, generate, and send each refund due</li> <li>• Refunds will be issued weekly</li> <li>• Refunds will be sent via 1st Class Mail</li> <li>• Data Ticket will process credit card chargebacks and NSFs when notified of each occurrence</li> <li>• Once processed, Data Ticket will send a custom letter to the individual detailing the returned item and the amount due on the citation</li> </ul>	\$4.00 per issued instance

\* All costs related to sending correspondence / letters is inclusive of the cost of first-class mail. In the event the USPS increases the current rate of first-class postage, the cost of these items will increase by the amount increased.

An administrative fee will be charged to a customer paying via credit / debit card that is equal to \$3.50.

Ticket stock and envelopes may be adjusted based on the quantity and design requested.

Attachment: Agreement Data Ticket - Parking Cites (5810 : APPROVE PROFESSIONAL SERVICE AGREEMENTS WITH DATA TICKET, INC. FOR

Data plans associated with handheld ticket writers will be treated as a straight pass-thru from the selected provider.

Payment plan fees will be assessed to the customer if a payment plan is implemented.

## EXHIBIT D

### INSURANCE REQUIREMENTS

#### Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, which shall include insurance for “bodily injury,” “property damage” and “personal and advertising injury” with coverage for premises and operations, products and completed operations, and contractual liability.
2. The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers’ Compensation insurance as required by the California Labor Code and Employer’s Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance appropriate to Contractor’s profession.

#### Minimum Limits of Insurance

Contractor shall maintain limits of liability of not less than:

1. General Liability:
  - \$1,000,000 per occurrence for bodily injury and property damage
  - \$1,000,000 per occurrence for personal and advertising injury
  - \$2,000,000 aggregate for products and completed operations
  - \$2,000,000 general aggregate
2. Automobile Liability:
  - \$1,000,000 per accident for bodily injury and property damage
3. Employer’s Liability:
  - \$1,000,000 each accident for bodily injury
  - \$1,000,000 disease each employee
  - \$1,000,000 disease policy limit

4. Professional Liability (Errors and Omissions):

\$1,000,000 per claim/occurrence

\$2,000,000 policy aggregate

### **Umbrella or Excess Insurance**

In the event Contractor purchases an Umbrella or Excess insurance policy(ies) to meet the “Minimum Limits of Insurance,” this insurance policy(ies) shall “follow form” and afford no less coverage than the primary insurance policy(ies).

### **Deductibles and Self-Insured Retentions**

Contractor shall be responsible for payment of any deductibles contained in any insurance policy(ies) required hereunder and Contractor shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers; or (ii) Contractor shall provide a financial guarantee, satisfactory to the City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

### **Other Insurance Provisions**

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers are to be covered as additional insureds.
2. The coverage shall contain no special limitations on the scope of protection afforded to City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.
3. Contractor’s insurance coverage shall be primary and no contribution shall be required of City.

The Workers’ Compensation insurance policy is to contain, or be endorsed to contain, the following provision: Contractor and its insurer shall waive any right of subrogation against City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.



If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by Contractor.
2. Insurance must be maintained and evidence of insurance must be provided for at least 3 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by Contractor, Contractor must purchase extended reporting coverage for a minimum of 3 years following the expiration or termination of the Agreement.
4. A copy of the claims reporting requirements must be submitted to City for review.
5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice by certified mail, return receipt requested, has been given to City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Contractor shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for City, Contractor shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

#### **Acceptability of Insurers**

All policies of insurance required hereunder shall be placed with an insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than “A-VII” in Best’s Insurance Rating Guide; or authorized by the City Manager or his/her designee.

#### **Verification of Coverage**

Contractor shall furnish City with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the City Manager or his/her designee prior to City’s execution of the Agreement and before work commences.



## **Report to City Council**

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**TO:** Mayor and City Council Acting in its Capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD)

**FROM:** Jeremy Bubnick, Parks & Community Services Director

**AGENDA DATE:** May 3, 2022

**TITLE:** APPROVE AFTER SCHOOL EDUCATION AND SAFETY (ASES) GRANT AWARD INCREASE FOR GRANT YEAR 2021/22 AND EXECUTE SECOND AMENDMENT TO THE AGREEMENT WITH THINK TOGETHER, INC. FOR OPERATION OF THE CITY'S FY 21/22 ASES PROGRAM

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### **RECOMMENDED ACTION**

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

1. Authorize the Executive Director to execute the Second Amendment to the Agreement with Think Together, Inc. to utilize additional per-student funding authorized in the California State Budget for Grant Year 2021/22 for the After School Education and Safety (ASES) program.
2. Authorize budget adjustments as set forth in the Fiscal Impact section of this report.
3. Authorize the Executive Director to execute any subsequent related Extensions or Amendments to the Agreement, subject to the approval of the City Attorney.

### **SUMMARY**

This report recommends acceptance of additional per-student funding awarded by the California Department of Education, expanded learning division, for the City's ASES Program 2021/22. The Second Amendment to the current Think Together Inc. agreement is needed to allocate the additional funding received for Grant Year 2021/22 and to allocate remaining funds from Grant Year 2020/21.

## DISCUSSION

The City, in partnership with the Moreno Valley Unified School District (MVUSD) and the Val Verde Unified School District (VVUSD), has received an increase in ASES grant funding for Grant Year 2021/22. This increase was approved in the California State Budget for Fiscal Year 2021/22, increasing the per-student rate per day. The City entered into an agreement with Think Together Inc., to provide services at both MVUSD and VVUSD school sites. The increase in funding received will be allocated to direct services provided by Think Together.

## ALTERNATIVES

1. Approve the recommended actions as presented in this staff report. ***Staff recommends this alternative as it will allow the City, in partnership with MVUSD and VVUSD, to continue to offer a quality ASES Expanded Learning Program to the most children, fully utilizing all grant funds.***
2. Do not authorize the recommended actions as presented in this staff report. ***Staff does not recommend this alternative as it will not allow full use of ASES grant funding and limit the number of children served.***

## FISCAL IMPACT

These budget adjustments will bring appropriations to current award levels of and corresponding match requirements for Fiscal Year 2021/22 in Fund 2202 (ASES Grant). FY 21/22 includes carryover amounts. **All grant funds must be used for ASES expanded learning program expenditures. There is no impact to the General Fund.**

Description	Fund	GL Account No.	Type (Rev/Exp)	FY 21/22 Budget	Proposed Adjustments	FY 21/22 Amended Budget
Grant Award-State Grant	ASES	2202-50-92-75312-486000	Rev	\$6,140,914	\$894,367	\$7,035,281
Contributions In Kind (1/3 Match)	ASES	2202-50-92-75312-582012	Rev	\$2,041,930	\$298,123	\$2,340,053
Donated Goods & Svc (1/3 Match)	ASES	2202-50-92-75312-625025	Exp	\$2,041,931	\$298,122	\$2,340,053
Grant Program Expenditures	ASES	2202-50-92-75312-various	Exp	\$5,951,489	\$894,367	\$6,845,856

## NOTIFICATION

Posting of the agenda.

## PREPARATION OF STAFF REPORT

Prepared By:  
Patty Yhuit  
Senior Management Analyst

Department Head Approval:  
Jeremy Bubnick  
Director of Parks & Community Services

**CITY COUNCIL GOALS**

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

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

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

**CITY COUNCIL STRATEGIC PRIORITIES**

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

Objective 6.2: Improve health, wellness and fitness for Moreno Valley youth through recreation and sports programs.

**ATTACHMENTS**

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

- 1. Second Amendment\_Think Together 1920\_Exe.docx

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	4/26/22 2:51 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	4/26/22 2:54 PM

**SECOND AMENDMENT TO AGREEMENT  
COMMUNITY SERVICES DISTRICT**

The Second Amendment to Agreement is by and between the **Community Services District of the City of Moreno Valley**, hereinafter referred to as “CSD,” and **Think Together**, hereinafter referred to as “Contractor.” This Second Amendment to Agreement is made and entered into effective on the date the CSD signs this Amendment.

RECITALS:

Whereas, the CSD and Contractor entered into an Agreement for ASES Expanded Learning Program Services,” hereinafter referred to as “Agreement,” dated July 8, 2019.

Whereas, the Contractor is providing ASES Expanded Learning Program Services.

Whereas, it is desirable to amend the Agreement to increase the total compensation due to the Contractor as is more particularly described in Section 1 of this Second Amendment.

SECTION 1 SECOND AMENDMENT TO ORIGINAL AGREEMENT:

1.1 The Agreement termination date is not extended by this Amendment, unless the termination date is further extended by an Amendment to the Agreement.

1.2 Exhibit “C” to the Agreement is hereby amended as described in “Exhibit C – Second Amendment,” entitled “TERMS OF PAYMENT”, paragraphs 1 and 2, and 4.

1.4 Schedule “A” to the Agreement is hereby amended as described in “Schedule A – Second Amendment”, entitled “PAYMENT SCHEDULE”, to reflect the updated compensation for FY 2021/22.

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**

Attachment: Second Amendment\_Think Together 1920\_Exec.docx (5806 : ASES AWARD INCREASE 21/22 AND SECOND AMEND TO THINK

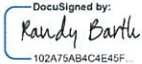
SECOND AMENDMENT TO AGREEMENT FOR ASES Expanded Learning Program Services

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

Community Services District  
of the City of Moreno Valley

Think Together

By: \_\_\_\_\_  
Mike Lee,  
Executive Director

By:  \_\_\_\_\_  
102A75AB4C4E45F...

Printed Name: Randy Barth \_\_\_\_\_

Title: Founder & CEO \_\_\_\_\_

Date: \_\_\_\_\_

Date: 4/19/2022 \_\_\_\_\_

INTERNAL USE ONLY

APPROVED AS TO FORM:

Steven B. Quintanilla  
City Attorney

04/20/2022  
Date

RECOMMENDED FOR APPROVAL:

  
Department Head

4.20.22  
Date

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attachments:

- Exhibit C – Second Amendment – Terms of Payment
- Schedule A – Second Amendment – Payment Schedule

Attachment: Second Amendment\_Think Together 1920\_Exec.docx (5806 : ASES AWARD INCREASE 21/22 AND SECOND AMEND TO THINK

## SECOND AMENDMENT TO AGREEMENT FOR ASES Expanded Learning Program Services

**EXHIBIT C – SECOND AMENDMENT**  
**TERMS OF PAYMENT**

1. The Contractor's compensation shall not exceed \$ 6,860,280.53 for FY 21/22.
2. The CSD has been awarded ASES grant funds in the amount of \$7,020,158.09 for the grant cycle covering Fiscal Years 2021/22. The City will retain a portion for administrative costs and allocate the remaining portion of the grant to the contractor for program services, as follows.
  - a. FY 21/22 City retains \$175,000, Contractor compensation \$6,845,158.09  
If grant funds remain after applying the City's administrative costs, the contractor may be allocated remaining funds for provision of enhanced programming services (per Scope of Services item 21.e on the First Amendment).
  - b. FY 20/21 Remaining grant funds in the amount \$15,122.44 will be allocated to the contractor for enhanced programming services.
3. The Contractor will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the CSD. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: [http://www.moval.org/do\\_biz/biz-license.shtml](http://www.moval.org/do_biz/biz-license.shtml)
4. The Contractor will electronically submit an invoice to the CSD 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 CSD pay for more services than have been satisfactorily completed and the CSD's determination of the amount due for any progress payment shall be final. The Contractor will submit all original invoices to Accounts Payable staff at [AccountsPayable@moval.org](mailto:AccountsPayable@moval.org)  
  
Accounts Payable questions can be directed to (951) 413-3073.  
  
Copies of invoices may be submitted to the Parks & Community Services Department at  
  
<patty@moval.org> or calls directed to (951) 413-3726.
5. The Contractor agrees that CSD payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the CSD. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at: [http://www.moval.org/city\\_hall/forms.shtml#bf](http://www.moval.org/city_hall/forms.shtml#bf)

## SECOND AMENDMENT TO AGREEMENT FOR ASES Expanded Learning Program Services

6. The minimum information required on all invoices is:
  - A. Contractor Name, Mailing Address, and Phone Number
  - B. Invoice Date
  - C. Contractor 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.
7. The CSD shall pay the Contractor for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.
8. Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by CSD.
9. 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 CSD 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 five (5) years from the date of final payment under this Agreement.



SECOND AMENDMENT TO AGREEMENT FOR ASES Expanded Learning Program Services

**SCHEDULE A - SECOND AMENDMENT  
PAYMENT SCHEDULE**

Ten monthly payments, due on the 1st of each month from September 1 through June 1 of the fiscal year, according to the following:

School Name	Components	FY21/22 Daily Rate Increase (to \$10.18 or 14.6%)	Total Payment to THINK Together	Monthly Payment Amount (x10)
			(after \$175,000 City retention)	10%
Armada Elementary	ASES After School Base	\$ 152,612.13	\$ 148,807.78	\$ 14,880.78
Badger Springs Middle	ASES After School Base	\$ 203,482.84	\$ 198,410.38	19,841.04
Bear Valley Elementary	ASES After School Base	\$ 152,612.13	\$ 148,807.78	14,880.78
Box Springs Elementary	ASES After School Base	\$ 152,612.13	\$ 148,807.78	14,880.78
Butterfield Elementary	ASES After School Base	\$ 152,612.13	\$ 148,807.78	14,880.78
Chaparral Hills Elementary	ASES After School Base	\$ 152,612.13	\$ 148,807.78	14,880.78
Cloverdale Elementary	ASES After School Base	\$ 152,612.13	\$ 148,807.78	14,880.78
Creekside Elementary	ASES After School Base	\$ 152,612.13	\$ 148,807.78	14,880.78
Edgemont Elementary	ASES After School Base	\$ 152,612.13	\$ 148,807.78	14,880.78
Hendrick Ranch Elementary	ASES After School Base	\$ 152,612.13	\$ 148,807.78	14,880.78
Hidden Springs Elementary	ASES After School Base	\$ 152,612.13	\$ 148,807.78	14,880.78
Honey Hollow Elementary	ASES After School Base	\$ 152,612.13	\$ 148,807.78	14,880.78
La Jolla Elementary	ASES After School Base	\$ 152,612.13	\$ 148,807.78	14,880.78
Landmark Middle	ASES After School Base	\$ 203,482.84	\$ 198,410.38	19,841.04
March Middle	ASES After School Base	\$ 203,482.84	\$ 198,410.38	19,841.04
Midland Elementary	ASES After School Base	\$ 152,612.13	\$ 148,807.78	14,880.78
Moreno Valley Elementary	ASES After School Base	\$ 152,612.13	\$ 148,807.78	14,880.78
Mountain View Middle	ASES After School Base	\$ 203,482.84	\$ 198,410.38	19,841.04
Palm Middle	ASES After School Base	\$ 203,482.84	\$ 198,410.38	19,841.04
Ramona Elementary	ASES After School Base	\$ 152,612.13	\$ 148,807.78	14,880.78
Ridgecrest Elementary	ASES After School Base	\$ 152,612.13	\$ 148,807.78	14,880.78
Seneca Elementary	ASES After School Base	\$ 152,612.13	\$ 148,807.78	14,880.78
Serrano Elementary	ASES After School Base	\$ 152,612.13	\$ 148,807.78	14,880.78
Sugar Hill Elementary	ASES After School Base	\$ 152,612.13	\$ 148,807.78	14,880.78
Sunnymead Elementary	ASES After School Base	\$ 152,612.13	\$ 148,807.78	14,880.78
Sunnymead Middle	ASES After School Base	\$ 203,482.84	\$ 198,410.38	19,841.04
Sunnymeadows Elementary	ASES After School Base	\$ 152,612.13	\$ 148,807.78	14,880.78
Towngate Elementary	ASES After School Base	\$ 152,612.13	\$ 148,807.78	14,880.78
Avalon Elementary	ASES After School Base	\$ 152,612.13	\$ 148,807.78	14,880.78
Columbia Elementary	ASES After School Base	\$ 152,612.13	\$ 148,807.78	14,880.78
Lakeside Middle	ASES After School Base	\$ 203,482.84	\$ 198,410.38	19,841.04
Lasselle Elementary	ASES After School Base	\$ 152,612.13	\$ 148,807.78	14,880.78
Manuel L Real Elementary	ASES After School Base	\$ 152,612.13	\$ 148,807.78	14,880.78
Mary McLeod Bethune Elementary	ASES After School Base	\$ 152,612.13	\$ 148,807.78	14,880.78
May Ranch Elementary	ASES After School Base	\$ 152,612.13	\$ 148,807.78	14,880.78
Mead Valley Elementary	ASES After School Base	\$ 152,612.13	\$ 148,807.78	14,880.78
Rainbow Ridge Elementary	ASES After School Base	\$ 152,612.13	\$ 148,807.78	14,880.78
Sierra Vista Elementary	ASES After School Base	\$ 152,612.13	\$ 148,807.78	14,880.78
Tomas Rivera Middle	ASES After School Base	\$ 203,482.84	\$ 198,410.38	19,841.04
Triple Crown Elementary	ASES After School Base	\$ 152,612.13	\$ 148,807.78	14,880.78
Val Verde Elementary	ASES After School Base	\$ 152,612.13	\$ 148,807.78	14,880.78
Victoriano Elementary	ASES After School Base	\$ 152,612.13	\$ 148,807.78	14,880.78
Vista Verde Middle	ASES After School Base	\$ 203,482.84	\$ 198,410.38	19,841.04
<b>FY 21/22 Grant Funds</b>		<b>\$ 7,020,158.09</b>	<b>\$ 6,845,158.09</b>	<b>\$684,515.80</b>
<b>FY 20/21 Remaining Funds</b>			<b>\$15,122.44</b>	

Attachment: Second Amendment\_Think Together 1920\_Exec.docx (5806 : ASES AWARD INCREASE 21/22 AND SECOND AMEND TO THINK



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Brian Mohan, Assistant City Manager

**AGENDA DATE:** May 3, 2022

**TITLE:** PUBLIC HEARING TO APPROVE ANNUAL ACTION PLAN-  
HUD GRANTS

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### **RECOMMENDED ACTION**

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

1. Conclude the Public Hearing for the Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME) and Emergency Solutions Grants Program (ESG) programs included in the Fiscal Year (FY) 2022/23 Annual Action Plan.
2. Authorize the City Manager to make minor modifications to the attached draft FY 2022/23 Annual Action Plan based on public comment or Council amendments, if any.
3. Approve the FY 2022/23 Annual Action Plan as an application to the U.S. Department of Housing and Urban Development (HUD) for funding under the federal CDBG, HOME, and ESG programs.
4. Adopt the FY 2022/23 Annual Action Plan.
5. Authorize the City Manager to approve any reprogramming of allocations between funded programs within the Adopted FY 2022/23 Annual Action Plan in compliance with our Citizen Participation Plan, if necessary.

### **SUMMARY**

The U.S. Department of Housing and Urban Development (HUD) requires that the grantee cities, such as Moreno Valley, prepare an Annual Action Plan every year as a condition to receiving federal funding under the Community Development Block

Grant (CDBG), HOME Investment Partnerships Program (HOME), and Emergency Solutions Grants Program (ESG).

The Annual Action Plan identifies how the CDBG, HOME, and ESG programs funds will be utilized to provide programs and projects that benefit low- and moderate-income households and neighborhoods in the City. It also serves as the City's official grant application to HUD. Normally, the Action Plan must be submitted no later than 45 days prior to the start of the fiscal year. The activities recommended under CDBG, HOME, and ESG are summarized in Attachment 3.

## **DISCUSSION**

### **Annual Action Plan**

Attachment 1 to this report is the FY 2022/23 Annual Action Plan proposed for Council consideration which specifically identifies how Moreno Valley will allocate CDBG, HOME, and ESG funds for the upcoming year. The FY 2022/23 Action Plan serves as the annual update to the City's five-year Consolidated Plan (2018/19-2022/23). Tonight's Public Hearing represents the last Public Hearing in a series of meetings conducted under the City's Citizen Participation Plan.

### **Citizen Participation Plan**

Citizen participation for the development of the Annual Action Plan was accomplished through a series of public notices, announcements, public meetings, and public hearings. City staff conducted meetings with residents and non-profit organizations to solicit input on the community's needs. Public hearings were conducted to determine priority needs, review funding applications, and approve the FY 2022/23 Annual Action Plan.

The City Council established CDBG funding priorities at the December 7, 2021, meeting. The first review of the initial funding recommendations occurred on April 19, 2022. In conformance with HUD requirements, a draft Annual Action Plan was made available for a 30-day public review from April 1, 2022, through May 3, 2022. All public comments received as of the date of this report are included in the FY 2022/23 Annual Action Plan in Attachment 1. The following provides a summary of the events that have occurred during the application process:

- October 26, 2021                      Finance Subcommittee review of grant policies and objectives
- December 7, 2021                      City Council Public Hearing to review Policies and Objectives and to collect community needs and comments
- December 16, 2021                      Notification of Notice of Funding Available (NOFA) posted by City Clerk in various satellite locations

- January 6, 2022                      Application made available on City website & PlanetBids
- January 31, 2022                    Application Workshop held via teleconference
- April 19, 2022                        Application submittal deadline
- Public Hearing – City Council Public Hearing to review and consider project selections

The following provides a summary of the events that are scheduled to occur during the continued application process:

- May 3, 2022                            City Council Public Hearing to approve FY 2022/23 Annual Action Plan and close of public comment / review period
- May 13, 2022                         Submittal of Approved FY 2022/23 Annual Action Plan to HUD.

**HOME Investment Partnerships Program (HOME) – Grant Purpose**

The Home Investment Partnerships Program was established by the Title II of the Cranston-Gonzalez National Affordable Housing Act. The objectives of the HOME program include:

- Expanding the supply of decent and affordable housing, particularly housing for low- and very low-income residents,
- Strengthening the abilities of State and local governments to design and implement strategies for achieving adequate supplies of decent, affordable housing,
- Providing financial and technical assistance to participating jurisdictions, including the development of model programs for affordable low-income housing; and
- Extending and strengthening partnerships among all levels of government and the private sector, including for-profit and non-profit organizations, in the production and operation of affordable housing.

**HOME Investment Partnerships Program (HOME) – Funding and Limitations**

Fiscal Year 2022/2023 Estimated Allocation*	Funding Allocation
Planning and Administration Cap (10% of annual grant)	\$66,975.40
Mandatory CHDO set-aside (15% of annual grant)	\$100,463.10
Available for Other Activities	\$502,315.50
<b>TOTAL Estimated Allocation*</b>	<b>\$669,754.00</b>

<b>TOTAL Estimated Uncommitted Prior Year HOME Funds</b>	\$0.00
<b>TOTAL Estimated Available for Funding</b>	<b>\$669,754.00</b>

*\* Estimated HOME allocation for Fiscal Year 2022/23 based on prior year funding*

**Emergency Solutions Grants Program (ESG) – Grant Purpose**

The objectives of the ESG program are to assist, protect, and improve living conditions for the homeless. The program provides funding to:

- Engage homeless individuals and families living on the street,
- Improve the number and quality of emergency shelters for homeless individuals and families,
- Help operate these shelters,
- Provide essential services to shelter residents,
- Rapidly re-house homeless individuals and families, and
- Prevent families/individuals from becoming homeless.

**Emergency Solutions Grants Program (ESG) – Funding and Limitations**

<b>Fiscal Year 2022/2023 Estimated Allocation*</b>	<b>Funding Allocation</b>
Planning and Administration Cap (7.5% of annual grant)	\$13,020.30
Available for Other Activities	\$160,583.70
<b>TOTAL Estimated Allocation*</b>	<b>\$173,604.00</b>
<b>TOTAL Estimated Uncommitted Prior Year ESG Funds**</b>	\$40,000.00
<b>TOTAL Estimated Available for Funding</b>	<b>\$213,604.00</b>

*\* Estimated ESG allocation for Fiscal Year 2022/23 based on prior year funding*

*\*\* The City may utilize prior-year uncommitted funds towards non-public service activities*

**Community Development Block Grant (CDBG) - Grant Purpose**

The Community Development Block Grant (CDBG) Program is authorized by Title I of the Housing and Community Development Act of 1974, as amended. The primary objective of the CDBG program is to develop viable urban communities by providing decent housing, a suitable living environment, and expanded economic opportunities, principally for persons of low and moderate income.

The CDBG objective is to be achieved in two ways: First, a grantee can only use funds to assist eligible activities that meet one of three national objectives of the program:

- Benefit low- and moderate-income persons,
- Aid in the prevention or elimination of slums and blight, or
- Meet community development needs having a particular urgency.

Second, at least 70 percent of funds must be spent (over a period of up to 3 years) for activities that address the national objective of benefiting low- and moderate-income persons.

**Community Development Block Grant (CDBG) – Funding and Limitations**

<b>Fiscal Year 2022/2023 Estimated Allocation*</b>	<b>Funding Allocation</b>
Planning and Administration Cap (20% of annual grant)	\$409,165.00
Public Services Cap (15% of annual grant)	\$306,873.75
Available for Other Activities (65% of annual grant)	\$1,329,786.25
<b>TOTAL Estimated Allocation*</b>	<b>\$2,045,825.00</b>
<b>TOTAL Estimated Uncommitted Prior Year(s) CDBG Funds**</b>	\$50,000.00
<b>TOTAL Estimated Available for Funding</b>	<b>\$2,095,825.00</b>

*\* Estimated CDBG allocation for Fiscal Year 2022/23 based on prior year funding*

*\*\* The City may utilize prior-year uncommitted funds towards non-public service activities*

Our independent consultant, Willdan Financial Services, conducted the application review process and the preliminary draft of the CDBG, HOME and ESG program summaries and funding recommendations are shown in Attachment 1.

**ALTERNATIVES**

The Council has the following alternatives:

1. Conduct a public hearing, provide City Council modifications, if any, adopt the FY 2022/23 Annual Action Plan, and authorize the City Manager to approve reprogramming funds in compliance with our Citizen Participation Plan. *Staff recommends this alternative as it will allow the FY 2022/23 Annual Action Plan to be submitted per HUD’s instructions by the federal deadline.*
2. Do not conduct a public hearing providing the public with an opportunity to comment on the proposed Annual Action Plan and NOT approve the FY 2022/23 Annual Action Plan. *Staff does not recommend this alternative.*

**FISCAL IMPACT**

Expenses for these programs are reimbursed by the Federal grants. The ESG

program requires a 100% match which will be met by the City’s ESG subrecipients. Based on the recommended actions, there is no impact to the General Fund. Budget appropriations are as follows upon approval of the recommended actions.

Description	Fund / Account	Type (Rev/Exp)	FY2022/23 Proposed Budget Amendment
Receipt of Grant	HOME - Fund 2506	Rev	\$669,754
Administration / Programs HOME	HOME - Fund 2506	Exp	\$669,754
Receipt of Grant	ESG - Fund 2514	Rev	\$213,604
Administration / Programs ESG	ESG - Fund 2514	Exp	\$213,604
Receipt of Grant	CDBG - Fund 2512	Rev	\$2,095,825
Administration / Programs CDBG	CDBG - Fund 2512	Exp	\$2,095,825

**NOTIFICATION**

Notice of this meeting was published in the Press-Enterprise, and La Prensa newspapers on Thursday, March 31, 2022, and Friday April 1, 2022, respectively. Additional notification was available through the City’s website and directly e-mailed to those who applied for funding and are on our interest list.

**PREPARATION OF STAFF REPORT**

Prepared By:  
Dena Heald  
Deputy Finance Director

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

**CITY COUNCIL GOALS**

None

**CITY COUNCIL STRATEGIC PRIORITIES**

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

**ATTACHMENTS**

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

1. 22-23 Annual Action Plan\_Draft

- 2. Press Enterprise - Notice of Public Comment Period / Public Hearing
- 3. Moreno Valley Grant Funding Recommendation Booklet 2022-23

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	4/26/22 11:16 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	4/26/22 11:25 AM





**FISCAL YEAR 2022/23**

**Annual Action Plan**

DRAFT

City of Moreno Valley  
Financial & Management Services Dept.  
Financial Operations Division  
14177 Frederick St. PO Box 88005  
Moreno Valley, CA 92552-0805

Attachment: 22-23 Annual Action Plan\_Draft (5755 : PUBLIC HEARING TO APPROVE ANNUAL ACTION PLAN-HUD GRANTS)

## Executive Summary

### AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

#### 1. Introduction

Every year the Department of Housing and Urban Development (HUD) allocates federal grant monies to 'Entitlement Cities' (eligible, selected cities with a population exceeding 50,000) with allocation amounts varying each year based on a formula that considers the extent of poverty, population, housing overcrowding, the age of housing and the population growth lag in relationship to other metropolitan areas. HUD has classified Moreno Valley as an Entitlement City. Historically, the City of Moreno Valley has received federal funding on an annual basis from HUD for two formula block grant programs: Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME). Since Program Year 2013-14, the City has also become a direct recipient of Emergency Solutions Grant (ESG) program funds. The City of Moreno Valley will utilize these federal grant monies for use in programs that provide decent housing, build infrastructure, create economic development opportunities, and provide a variety of social services for low to moderate-income residents. The City's Five-Year Consolidated Plan is a comprehensive planning document that provides the framework for the use of CDBG, HOME Grant and ESG funds to provide community development, housing, and homeless activities from July 2018 through June 2023.

The Fiscal Year 2022-23 Annual Action Plan serves as the update to the Consolidated Plan and it identifies the distribution of federal funds for specific activities and programs during the program year. In Fiscal Year 2022-23, the City will be receiving \$2,045,825 in CDBG funds, \$669,754 in HOME funds, and \$173,604 in ESG funds. These funds will support housing, community development and homeless prevention activities. The City is not a recipient of HOPWA grant funding. The Annual Action Plan also provides a basis for assessing performance. At the end of the program year a Consolidated Annual Performance and Evaluation Report (CAPER) provides information on the annual programmatic accomplishments.

#### 2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The overall goals of the CDBG, HOME and ESG Programs, as required by HUD are to develop viable urban communities by providing (1) decent housing, (2) a suitable living environment and (3) expanded

economic opportunities, principally for low and moderate income persons. At the end of the program year a Consolidated Annual Performance and Evaluation Report (CAPER) provides information on the annual programmatic accomplishments.

The overall objective for the 2022-23 Annual Action Plan is to contribute toward the goals as outlined in the City's proposed 2018-23 Five Year Consolidated Plan. Those goals are:

**Substandard Housing and Neighborhood Conditions:** Improve the condition of the existing housing stock. The City will provide CDBG and HOME funds to improve the existing housing stock so that it provides decent, safe and sanitary housing.

**Homelessness:** Address homelessness through street outreach, homelessness prevention, rapid re-housing, casework services and other intervention activities. The City will allocate ESG and CDBG funding to organizations that address the needs of homeless individuals.

**Public Facilities and Infrastructure:** Improve/upgrade public facilities and infrastructure. The City will allocate CDBG funds to improve and upgrade public facilities and infrastructure such as public buildings, parks, streets, and storm drains.

**Public Service Programs:** Improve the well-being of low- and moderate-income persons. The City will provide CDBG financial support to organizations that address basic needs, public safety, transportation, job training, and needs of school-aged youth.

**Housing Discrimination:** Achieve fair housing for all. The City will continue to allocate CDBG funds to a fair housing provider that will investigate housing discrimination complaints and tenant/landlord issues.

**Economic Development:** Promote economic development activities. Economic development was identified as a priority need by the City's Economic Development Strategy Plan and research and analysis completed for several planning studies.

**Planning and Administration:** Effective administration of the CDBG, HOME and ESG programs. The City will strive to achieve the goals, priority needs and funding priorities of the Consolidated Plan. The City will continue to comply with the planning and reporting requirements of the Consolidated Plan regulations and CDBG regulations. Annually, the City will monitor its use of CDBG funds to ensure effective and appropriate use of funds.

### 3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

During 2020/21, Moreno Valley was committed to maximizing existing resources and opportunities to achieve a better quality of life for its low-to-moderate income residents. The Coronavirus had a

significant negative impact on the goal outcomes for 2020/21 as many program activities continued to be affected by the pandemic restrictions that continued through June 30, 2021.

At the end of the third year of the 2018-23 Consolidated Plan the City was successful in accomplishing the :

**Achieve Fair Housing for All: 5-Yr Goals:** Provide fair housing and landlord/tenant services to 23,500 households on their rights and responsibilities. Annual Goals: Assist 4,100 households. Actual 2020/21: The City assisted 4,405 households.

**Address Homelessness: 5-YR Goal:** To assist 800 homeless persons and persons threatened with homelessness. Annual Goal: 60 homeless persons benefited with Street Outreach. Actual 2020/21: The City provided homelessness prevention to 35 persons and street outreach to 8 persons. Annual Goal: CDBG-CV 2020/21: Goal of 104 persons benefited with rental and utility assistance payments. Actual: CDBG-CV 2020/21: 0 persons assisted (0% completed)- The U.S. Department of Treasury Emergency Rental Assistance Program (ERAP) funds were prioritized over this activity. The MoVal Rental Rescue Subsistence Program began in July 2021 and the City anticipates reporting accomplishments in the 2021/22 CAPER. Annual Goal ESG-CV: 1,104 persons assisted with Homelessness Prevention, 18 beds for Emergency Shelter, 130 Households assisted for Tenant Based Rental Assistance/Rapid Rehousing and 168 for Street Outreach (Other). Actual ESG-CV: The City assisted 428 persons assisted (39% completed) with Homelessness Prevention, 33 beds for Emergency Shelter (183% completed), 0 persons assisted for Tenant Based Rental Assistance/Rapid Rehousing (0.0% completed) and 13 persons for Street Outreach (7.7% completed).

**Improve the condition of existing housing stock: 5-YR Goals:** Construct 80 new affordable rental units; Rehabilitate 16 rental units; rehabilitate 90 homeowner housing. Annual Goals: Rehabilitate 15 homeowner housing units, Other activities for Interim Assistance 35,575 persons. Actual 2020/21: The City provided 7 homes with energy efficiency solar systems, 60,940 persons benefited from the City's Interim Assistance efforts. During 2021/22, the City will complete 80 affordable housing units at the Courtyard at Cottonwood apartments. This development is partly funded by HOME and NSP grants in partnership with the County of Riverside.

**Improve the well-being of persons: 5-YR Goal:** Assist 290,000 persons. Annual Goal: Benefit 13,045 persons. Actual 2020/21: In FY 2020, the City aided 57,418 individuals through public services. Annual Goal: CDBG-CV: Goal of 12,613 persons assisted. Actual CDBG-CV 2020/21: The City also administered CDBG-CV programs that benefited 11,300 individuals (89% completed).

**Promote Economic Development Activities: 5-YR Goals:** To create or retain 100 low-to moderate income jobs and assist 390 businesses. Annual Goals: There were no goals created for 2020/21. Annual Goal CDBG-CV: Goal of 45 businesses assisted. Actual CDBG-CV 2020/21: 45 businesses were assisted through small business grants. A 100% accomplishment.

**Public Facilities and Infrastructures: 5-YR Goals:** To assist 55,000 persons through public facility/improvement projects aimed at improving ADA standards and City streets. Annual Goals: benefit 19,715 persons. Actual 20/21: ADA improvements completed in 2020/21 benefited cumulatively 7,558 persons.

#### **4. Summary of Citizen Participation Process and consultation process**

Summary from citizen participation section of plan.

The City of Moreno Valley Citizen Participation Plan contains the City's policies and procedures for public involvement in the Consolidated Plan process and the use of Federal grant funds. The Moreno Valley Citizen Participation Plan was developed as required under 24 CFR Part 91 and Part 8. HUD regulations require that cities consult with public and private community-based non-profit organizations to obtain input on the housing and non-housing needs of low and moderate income and homeless members of the community. During the Action Plan process, the City took an aggressive approach to ensure and encourage citizen participation. The City hosted one (1) public meetings plus three (3) public hearings for a grand total of four (4) public meetings as was hosted in previous years. All citizen participation was accomplished through meetings, published public notices and on-line announcements. The City invited residents, non-profit organizations and surrounding jurisdictions to solicit input on community needs.

The first public hearing took place on December 7, 2021 and residents were given the opportunity to provide comments regarding priority needs in the community. The proposed Action Plan was available for a 30-day public examination and comment period from March 31, 2022 through May 3, 2022. A second public hearing was held on April 19. At this meeting, the City Council reviewed the proposed activity selections and the general public was encouraged to provide comments. A final public hearing took place on May 3, 2022 after the close of the public review period. The final public hearing allowed the public an opportunity to comment on the proposed Action Plan before implementation by the City Council. The information compiled from the meetings was used in determining the needs in the community and the development of strategies. Citizen comments are included as an attachment to this document.

#### **5. Summary of public comments**

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

A summary of all public comments received at the community meetings and formal public hearings is included as an attachment to this document.

#### **6. Summary of comments or views not accepted and the reasons for not accepting them**

All public comments were taken into consideration when developing the Action Plan.

**7. Summary**

See summaries above.

DRAFT

**PR-05 Lead & Responsible Agencies – 91.200(b)**

**1. Agency/entity responsible for preparing/administering the Consolidated Plan**

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for the administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	MORENO VALLEY	
CDBG Administrator	MORENO VALLEY	FINANCIAL & MGMT SERVICES DEPT.
HOPWA Administrator	N/A	N/A
HOME Administrator	MORENO VALLEY	FINANCIAL & MGMT SERVICES DEPT.
ESG Administrator	MORENO VALLEY	FINANCIAL & MGMT SERVICES DEPT.
HOPWA-C Administrator	N/A	N/A

**Table 1 – Responsible Agencies**

**Narrative (optional)**

The City of Moreno Valley Financial & Management Services Department, Financial Operations Division is responsible for the development of the Action Plan. The Action Plan was prepared with input from public stakeholders such as local non-profit agencies, social service organizations, and interested members of the public. This is outlined in detail in the Citizen Participation Attachment.

**Consolidated Plan Public Contact Information**

The primary contacts for matters regarding this plan are: Brian Mohan, Assistant City Manager / Chief Financial Officer / City Treasurer and Dena Heald, Deputy Finance Director, 951-413-3450.

## **AP-10 Consultation – 91.100, 91.200(b), 91.215(I)**

### **1. Introduction**

The City's 2022-23 Citizen Participation process allows for many residents' local service providers, government entities and others to provide input during the funding allocation process. A list of organizations, entities, and other participants is included in Table 2, "Agencies, groups, organizations who participated."

### **Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))**

One resource that the City utilizes to assist in coordination is the City's participation in the Riverside County's Continuum of Care (CoC). City staff meets monthly as part of the CoC process. The City's involvement in the CoC allows for open dialogue with key agencies including the Riverside County Department of Public Social Services, the Riverside County Housing Authority, the Department of Mental Health, the County Adult Homeless Unit, local law enforcement and numerous local service providers. The CoC convenes these organizations with the goal to address homelessness, but in the process, discusses other community needs, such as public housing and emergency services needed in the region. Riverside County's CoC is very active and has recently been restructured to become more effective and efficient in its efforts. The Board now consists of higher-level representatives with the authority to implement change at each respective organization. The new CoC continues to make significant strides on behalf of the full CoC membership in the 2022-2023 fiscal year. The City of Moreno Valley also continued the quarterly 'Non-Profit Roundtable' meetings which invited local service providers and residents to discuss community needs and available resources specific to Moreno Valley. As a result of the meetings, a smaller group has broken off and formed the City-wide Non-Profit Coalition. This group is focused on collaborating to address priority issues within the City.

The City will continue to be supportive of direct applications for funds from housing providers as well as local Community Housing and Development Organizations (CHDOs). Cooperation with surrounding jurisdictions has been essential in promoting the City's ability to address a wide variety of community needs including housing rehabilitation, housing programs, public services, and public safety. To facilitate organization and solidarity, the City will continue to work with these entities by attending regular meetings, events, and joint endeavors. The City hopes to work with resources available through affordable housing financial institutions. These private businesses will be included in the annual plans as applicable. Also, the City will work with businesses that provide loans to high risk small businesses for the purpose of creating and/or retaining jobs.



**Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.**

The CoC's primary goal is to address homelessness in the region. The group is charged with developing and implementing the County's Plan to End Homelessness in Riverside County. The COC is provided with federal funding to offer homeless services and shelter. Moreno Valley grant management staff are members of the Continuum of Care and regularly attend the CoC meetings. In addition, the city staff assists to organize and coordinate the Homeless Point in Time (PIT) Counts. Participating in these counts provides staff with a firsthand knowledge of homeless needs through direct interaction with potential recipients of homeless services. Data from the homeless count is applied to determine homeless service needs and levels in the City.

**Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS**

The CoC serves as the planning body for the County's submission of the Riverside County Consolidated Application for HUD funds such as ESG. City staff has historically participated in rating of CoC grantee applications for ESG funding and have been active in helping make determinations for the allocation of funds. Since becoming eligible for a direct ESG entitlement, Moreno Valley engages them in the consultation by sharing ESG funding recommendations issued at the City level and requesting feedback from the full CoC membership. For the ESG activities proposed within the Action Plan, City representatives consulted with the CoC by forwarding a summary of all applications along with Council recommendations and requesting CoC members provide feedback via e-mail. The City took their feedback into consideration. The administration/operation of HMIS is handled through the County of Riverside. Since becoming an ESG entitlement city, Moreno Valley has extended an ESG award to the County to aid in the operational Homeless Management Information System (HMIS) costs. City of Moreno Valley representatives are in constant communication with County HMIS staff and discuss program set-up, schedule for training, and to discuss ESG reporting requirements.

**2. Describe Agencies, groups, organizations, and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities**

**Table 2 – Agencies, groups, organizations who participated**

1	<b>Agency/Group/Organization</b>	HOUSING AUTHORITY OF RIVERSIDE COUNTY
	<b>Agency/Group/Organization Type</b>	Housing PHA Other government - County
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Public Housing Needs Non-Homeless Special Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Throughout the year, the City reviews proposed development sites, the comprehensive plan of the PHA, and any proposed demolition or disposition of public housing developments. In reviewing PHA comprehensive plan the City is able to determine regional housing needs as established by the PHA. It is anticipated this continued relationship with the PHA will allow the City to identify needs and gaps in service to improve service delivery.
2	<b>Agency/Group/Organization</b>	Riverside County Continuum of Care
	<b>Agency/Group/Organization Type</b>	Housing PHA Services - Housing Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Other government - County Regional organization Planning organization Civic Leaders

	<p><b>What section of the Plan was addressed by Consultation?</b></p>	<p>Housing Need Assessment                  Public Housing Needs                  Homeless Needs - Chronically homeless                  Homeless Needs - Families with children                  Homelessness Needs - Veterans                  Homelessness Needs - Unaccompanied youth                  Homelessness Strategy                  Anti-poverty Strategy</p>
	<p><b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b></p>	<p>The City is a member of the regional CoC. As a result of membership, consults with various city, county, and local homeless service providers about all matter of homeless affecting the area. The monthly meetings assist the City to identify service gaps and priority needs. The City coordinates with the CoC for the Veterans, Youth, and general Point in Time Homeless Count in MV. Per grant requirements, the City also consulted with the CoC membership regarding the best use of ESG funds.</p>
<p>3</p>	<p><b>Agency/Group/Organization</b></p>	<p>HABITAT FOR HUMANITY RIVERSIDE INC.</p>
	<p><b>Agency/Group/Organization Type</b></p>	<p>Housing</p>
	<p><b>What section of the Plan was addressed by Consultation?</b></p>	<p>Housing Need Assessment                  Non-Homeless Special Needs                  Anti-poverty Strategy</p>
	<p><b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b></p>	<p>The City had several meetings with the organization to discuss the coordination of local housing programs for low/moderate income and special needs populations (elderly and disabled). The meetings have been helpful in identify potential future programs to be implemented during the Consolidated Plan period.</p>

4	<b>Agency/Group/Organization</b>	Fair Housing Council of Riverside County, Inc.,
	<b>Agency/Group/Organization Type</b>	Service-Fair Housing
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Several meetings were conducted with the Fair Housing Council of Riverside County (FHCRC) to assist the City in the development of the Housing Strategy as well as the Draft Assessment of Fair Housing. The City and FHCRC held meetings with apartment managers and residents on fair housing laws, rights and responsibilities during the Con Plan development process. FHCRC was also instrumental in helping the City to develop a fair housing survey which was posted online for the public to complete.
5	<b>Agency/Group/Organization</b>	FAMILY SERVICE ASSOCIATION OF WESTERN RIVERSIDE COUNTY (FSA)
	<b>Agency/Group/Organization Type</b>	<ul style="list-style-type: none"> <li>Services-Children</li> <li>Services-Elderly Persons</li> <li>Services-Persons with Disabilities</li> <li>Services-Persons with HIV/AIDS</li> <li>Services-Victims of Domestic Violence</li> <li>Services-homeless</li> <li>Services-Health</li> <li>Services-Education</li> <li>Services-Employment</li> </ul>

	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The City has had a long relationship with Family Services Association (FSA) and meets with the organization periodically to discuss community needs. It is anticipated that the City will continue to collaborate with FSA on meeting the needs of Moreno Valley residents.
6	<b>Agency/Group/Organization</b>	Riverside University Health System-Public Health and Behavioral Health
	<b>Agency/Group/Organization Type</b>	Services-Health Health Agency
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Non-Homeless Special Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The City obtained information on the Mental Health Services Act and housing units in affordable housing developments. One of these developments is located in Moreno Valley. Needs assessment and service area planning data was reviewed.
7	<b>Agency/Group/Organization</b>	County of Riverside Department of Public Social Services
	<b>Agency/Group/Organization Type</b>	Services-Employment Other government - County
	<b>What section of the Plan was addressed by Consultation?</b>	Non-Homeless Special Needs Anti-poverty Strategy

	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The City obtained information on the number of persons enrolled in safety net programs who live in Moreno Valley by zip code and the number of months the persons participate in each program.
8	<b>Agency/Group/Organization</b>	RIVERSIDE COUNTY OFFICE ON AGING
	<b>Agency/Group/Organization Type</b>	Services-Elderly Persons Services-Persons with Disabilities
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Non-Homeless Special Needs Anti-poverty Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The City obtained information on the elderly needs assessment, priority needs, and affordable housing developments serving seniors and disabled persons.
9	<b>Agency/Group/Organization</b>	Inland Regional Center
	<b>Agency/Group/Organization Type</b>	Services-Persons with Disabilities Regional organization
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Non-Homeless Special Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The City obtained information on the developmentally disabled needs assessment and housing needs.
10	<b>Agency/Group/Organization</b>	California Department of Social Services
	<b>Agency/Group/Organization Type</b>	Other government - State
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Non-Homeless Special Needs

	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The Community Care Licensing Division provided information on the number, capacity and location of Adult Residential Facilities and Residential Care Facilities which are located in the City.
11	<b>Agency/Group/Organization</b>	California Department of Public Health
	<b>Agency/Group/Organization Type</b>	Services-Health Other government - State
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Non-Homeless Special Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The Departments Health Facilities Consumer System was consulted for purposes of developing an inventory of Intermediate Care Facilities for Developmentally Disabled Persons and Congregate Care Facilities for the Elderly.

**Identify any Agency Types not consulted and provide rationale for not consulting**

All relevant housing, social services and other entities were consulted. Other local/regional/state/federal planning efforts considered when preparing the Plan are listed in the table below.

**Other local/regional/state/federal planning efforts considered when preparing the Plan**

<b>Name of Plan</b>	<b>Lead Organization</b>	<b>How do the goals of your Strategic Plan overlap with the goals of each plan?</b>
Continuum of Care	Riverside County Department of Public Social Services	The CoC plan and the City’s Consolidated Plan are very consistent in their goals for the Region and are in agreement that a regional effort is required.
2020-2024 Area Plan	Riverside County Office on Aging	The 2020-2024 Area Aging Plan provided guidance to the needs assessment, priorities, and goals of the Consolidated Plan

**Table 3 – Other local / regional / federal planning efforts**

**Narrative (optional)**

Pursuant to the ConPlan regulations, during the process of developing the Consolidated Plan the City’s consultation process included gathering information on broadband internet service providers, organizations engaged in narrowing the digital divide, agencies whose primary responsibilities include the management of flood prone areas, public land or water resources, and emergency management agencies.

Broadband Internet Service Providers/Organization Engaged in Narrowing the Digital Divide

The FCC definition of broadband includes download speeds faster than 25 Mbps. The City has three types of internet service providers: cable, DSL and fiber. The internet service providers include, but are not limited, to AT&T, Frontier, Spectrum, Mediacom, HughesNet and Time Warner. According to Stanford University, the "digital divide" refers to the growing gap between the underprivileged members of society, especially the poor, rural, elderly, and handicapped portion of the population who do not have access to computers or the internet; and the wealthy, middle class, and young Americans living in urban and suburban areas who have access. RIVCOconnect is a Riverside County initiative, supported by the Riverside County Board of Supervisors and Executive Office, and led by Riverside County Information Technology (RCIT), that seeks to remove the road blocks that obstruct service providers from building out current infrastructure. RIVCOconnect invites the private sector to deliver broadband services Countywide at speeds of 1 Gbps and above. The Moreno Valley Public Library provides computer labs and online resources to all its patrons.

Management of Flood Prone Areas

The flood prone areas within the City have been mapped by the County of Riverside and the Federal Emergency Management Agency (FEMA). The Riverside County Flood Control and Water Conservation District has responsibility for planning and construction of regional flood control facilities. The City retains the responsibility for designing, construction, and maintenance of local drainage facilities. Four types of flooding conditions could occur in Moreno Valley: flooding in defined watercourses; ponding; sheet flow; and dam inundation flooding. Flood levels within defined watercourses vary along many of the drainage ways and floodplains.

Emergency Management Agencies

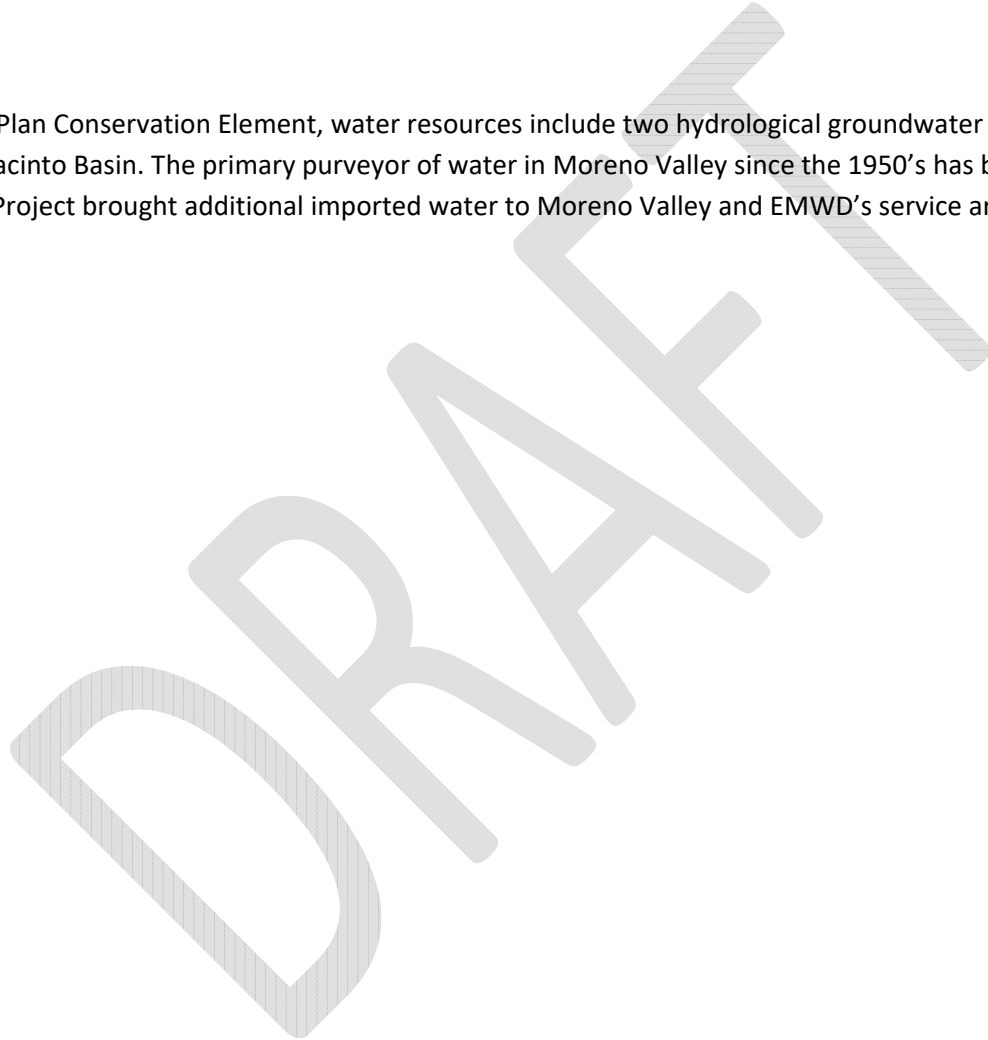
The Moreno Valley Fire Department will be the incident commander, or be working in a unified command, with other responding agencies, depending on the nature of the emergency. The Fire Department maintains a clear understanding of the statutory responsibility and authority it



has depending upon the emergency; along with a working knowledge of the Incident Command System, California Disaster and Civil Defense Master Mutual Aid Agreement, and Standardized Emergency Management System (SEMS).

Land or Water Resources

According to the General Plan Conservation Element, water resources include two hydrological groundwater basins in the planning area: The Perris Basin and the San Jacinto Basin. The primary purveyor of water in Moreno Valley since the 1950's has been the Eastern Municipal Water District. The State Water Project brought additional imported water to Moreno Valley and EMWD's service area.



**AP-12 Participation – 91.105, 91.200(c)**

**1. Summary of citizen participation process/Efforts made to broaden citizen participation  
Summarize citizen participation process and how it impacted goal-setting**

The City of Moreno Valley is required by law to have a detailed Citizen Participation Plan which contains the City’s policies and procedures for public involvement in the Consolidated Plan process and the use of Federal grant funds. The Moreno Valley Citizen Participation Plan was developed as required under 24 CFR Part 91 and Part 8. HUD regulations require that cities consult with public and private community-based non-profit organizations to obtain input on the housing and non-housing needs of low and moderate income and homeless members of the community. During the Action Plan process, the City took an aggressive approach to ensure and encourage citizen participation. The City went beyond the measures outlined in its Citizen Participation Plan to encourage participation. Outreach efforts were made toward the forming of this Action Plan. The City hosted one (1) public meeting and three (3) public hearings for a total of four (4) meetings as required by the City’s 2022-23 Citizen Participation Plan. The City invited residents, non-profit organizations and surrounding jurisdictions to solicit input on community needs. The first public hearing took place on December 7, 2021 and residents were given the opportunity to provide comments regarding priority needs in the community. The proposed 2022-23 Action Plan was made available for a 30-day public examination and comment period from March 31, 2022 through May 3, 2022. The Action Plan was available in its entirety on the City’s website at [www.moval.org](http://www.moval.org). The second public hearing took place on April 19, 2022 where grant funding recommendations made by the Finance Subcommittee were reviewed. A final public hearing took place on May 3, 2022 after the close of the public review period. The final public hearing allowed the public an opportunity to comment on the proposed Action Plan before adoption by the City Council. The information compiled from the meetings was used in determining the needs in the community and the development of strategies.

**Citizen Participation Outreach**

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	<p>Minorities</p> <p>Persons with disabilities</p>	<p>This ad was published to announce Public Hearing 1 on December 7, 2021 to adopt Objectives/Policies and collect community needs comments. The public was invited to attend and provide input via the Zoom application. The ad was published in the Riverside Press-Enterprise on November 18, 2021 and La Prensa on November 19, 2021</p>	<p>No comments were received.</p>	<p>N/A</p>	
2	Public Hearing	<p>Minorities</p> <p>Persons with disabilities</p> <p>Non-targeted/broad community</p> <p>Low Income Individuals</p>	<p>This Public Hearing 1 was held on December 7, 2021 via the Zoom Application.</p>	<p>No comments were received</p>	<p>N/A</p>	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Newspaper Ad	Minorities Persons with disabilities Non-targeted/broad community Low Income Individuals	The FY 2022/23 Notice of Funding Availability (NOFA) was published in the Riverside Press-Enterprise on December 16, 2021 and La Prensa on December 17, 2021	No comments were received	N/A	
4	Newspaper Ad	Minorities Persons with disabilities Non-targeted/broad community Low Income Individuals	This ad was published to announce the Public Hearing 2 on April 19, 2022 to review activity recommendations and Public Hearing 3 on May 3, 2022. The ad was published in the Riverside Press-Enterprise on March 31, 2022 and La Prensa on April 1, 2022.	No comments were received.	N/A	

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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
5	Newspaper Ad	<p>Minorities</p> <p>Persons with disabilities</p> <p>Non-targeted/broad community</p> <p>Low Income Individuals</p>	<p>This ad was published to announce the 30-day public review period of the 2022-2023 Action Plan and announce Public Hearing 3 to approve funding recommendations. The review period was from March 31, 2022 through May 3, 2022. The ad was published in the Riverside Press-Enterprise on March 31, 2022 and La Prensa on April 1, 2022.</p>	<p>No comments were received.</p>	<p>N/A</p>	
6	Public Hearing	<p>Minorities</p> <p>Persons with disabilities</p> <p>Non-targeted/broad community</p> <p>Low Income Individuals</p>	<p>This Public Hearing 2 was held on April 19, 2022 TBD persons from the public attended.</p>	<p>1 comment was received.</p>	<p>N/A</p>	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
7	Public Hearing	Minorities Persons with disabilities Non-targeted/broad community Low Individuals	This Public Hearing 3 was held on May 5, 2022. TBD persons from the public attended.	TBD comments were received.	N/A	

Table 4 – Citizen Participation Outreach

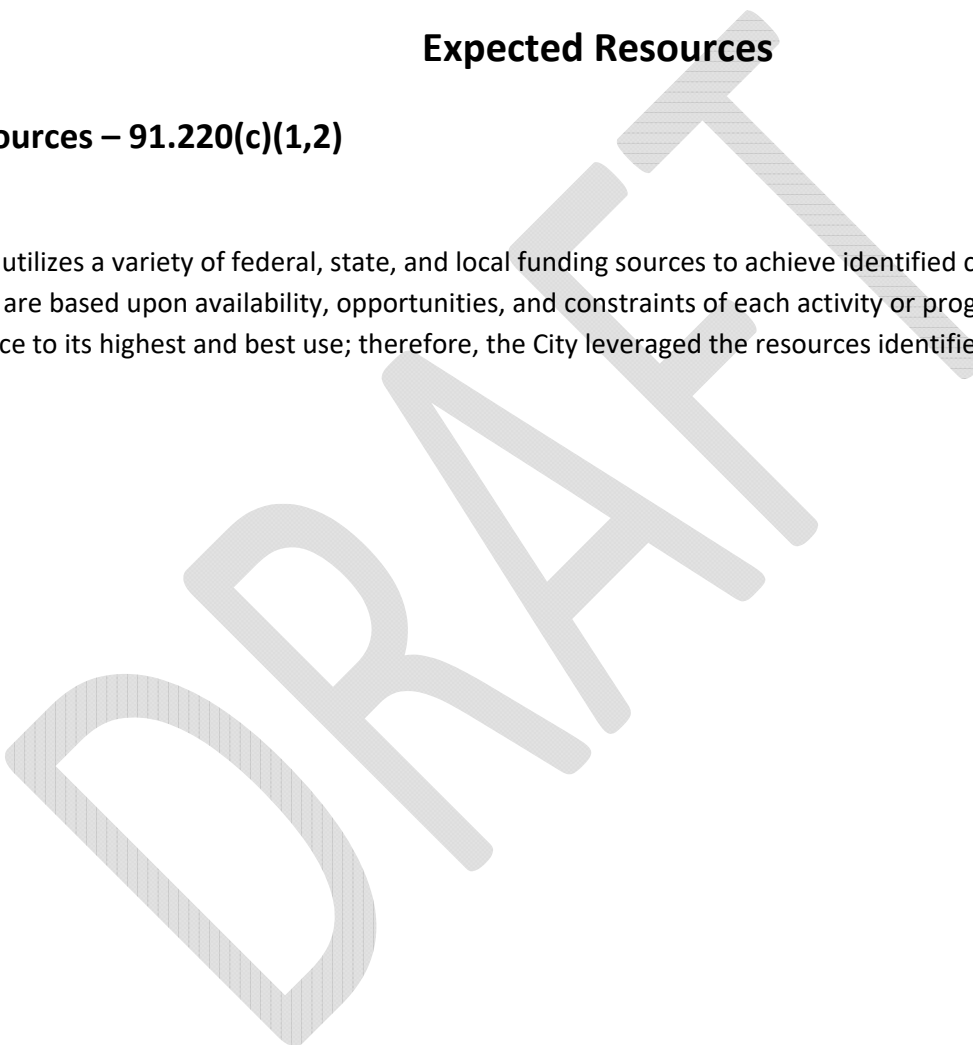
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## Expected Resources

### AP-15 Expected Resources – 91.220(c)(1,2)

#### Introduction

The City of Moreno Valley utilizes a variety of federal, state, and local funding sources to achieve identified community and housing strategies. Specific funding resources are based upon availability, opportunities, and constraints of each activity or program. The City is committed to utilizing each funding source to its highest and best use; therefore, the City leveraged the resources identified in this section to facilitate various



activities. Specific resources available to address the needs identified in the Consolidated Plan are included under each program description.

The following table is a list of resources the Financial Operations utilized to address the Consolidated Plan goals.

**Anticipated Resources**

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 5				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	2,045,825	0	50,000	2,095,825	0	CDBG funding is intended to enhance and maintain viable urban communities through the provisions of decent housing; suitable living environment; the expansion of economic opportunities; and public facilities rehabilitation, principally for low- and moderate-income persons.



Program	Source of Funds	Uses of Funds	Expected Amount Available Year 5				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	669,754	0	0	669,754	87,316	HOME funds are intended to address affordable housing and related needs.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 5				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
ESG	public - federal	Conversion and rehab for transitional housing Financial Assistance Overnight shelter Rapid re-housing (rental assistance) Rental Assistance Services Transitional housing	173,604	0	40,000	213,604	150,584	The Emergency Solutions Grant (ESG), under the HEARTH Act of 2009, provides for grants to assist, protect, and improve living conditions of the areas homeless

Table 5 - Expected Resources – Priority Table

**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied**

The City and HUD share an interest in leveraging HUD resources to the maximum extent feasible to address priority needs and associated goals. Volunteer services and private donations provide additional resources to leverage CDBG funds for public service activities.

In the past, Moreno Valley has actively leveraged its affordable housing activities, mostly with Redevelopment Set-aside funds. As the Redevelopment Agency was dissolved, the City will continue its efforts to leverage activities with other available resources. Some potential leveraging resources are listed below:

Low-income Housing Tax Credit (LIHTC): The California Tax Credit Allocation Committee (TCAC) allocates federal and state tax credits to affordable housing projects. Corporations provide equity to build the projects in return for the tax credits.

Affordable Housing Sustainable Communities Housing Program: AHSC directs investments to historically under invested communities, giving more Californians access to opportunity. At least 50% of AHSC funding is required by state law to be allocated to affordable housing and projects in, or that provide a benefit to, disadvantaged communities.

Additional housing resources are listed below:

Housing Choice Vouchers: The Section 8 rental voucher program provides rental assistance to help very low income families afford decent, safe, and sanitary rental housing. The County of Riverside Housing Authority pays the owner a portion of the rent (a housing assistance payment (HAP)) on behalf of the family. More than 1.000 City households currently receive Section 8 housing vouchers.

Mortgage Credit Certificate Program: Income tax credits are available to first time homebuyers to buy new or existing single family housing. Riverside County administers program on behalf of jurisdictions in the County. A Mortgage Credit Certificate (MCC) entitles qualified home buyers to reduce the amount of their federal income tax liability by an amount equal to a portion of the interest paid during the year on a home mortgage.

Matching Requirements: Entitlement cities receiving HOME funds are required to contribute a 25% match of non-HOME funds for every dollar of HOME funds spent. The HOME statute also provides a reduction of the matching contribution under three conditions: 1. Fiscal distress, 2. severe fiscal distress, and 3. presidential disaster declarations. Moreno Valley has been identified by HUD as a fiscally distressed jurisdiction for several consecutive years and has been granted a 100 percent match reduction. The City anticipates that the ‘fiscally distressed’ classification to continue through the entire Consolidated Plan period.

The Emergency Solutions Grant program has a 100% match requirement that can be met as a dollar for dollar or with in kind services. During the 2022-23 application process, the City has requested that ESG applicants be prepared to provide the match that would equal amounts of cash or in-kind services.

**If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

Current land holdings that may be available for affordable housing developments include:

- Day/Alessandro 8.15 acres
- Fir/Heacock 0.90 acres
- JFK/Elm 0.17 acres
- Sheila/Perris 0.18 acres

### **Discussion**

Please refer to preceding paragraphs.

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## Annual Goals and Objectives

### AP-20 Annual Goals and Objectives

#### Goals Summary Information

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Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Improve the condition of existing housing stock	2018	2022	Housing	City-wide	Substandard Housing	HOME: \$415,000 CDBG: \$100,000	Homeowner Housing Rehabilitated: 30 Household Housing Unit
2	Address Homelessness	2018	2022	Homeless	City-wide	Homelessness	ESG: \$50,000	Homelessness Prevention: 15 Persons Assisted
3	Public Facilities and Infrastructure	2018	2022	Non-Housing Community Development	CDBG TARGET AREA(S)	Public Facilities and Infrastructure	CDBG: \$1,279,786	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 9,200 Persons Assisted
4	Improve the well-being of persons	2018	2022	Non-Housing Community Development	CDBG TARGET AREA(S) City-wide	Public Service Programs	CDBG: \$238,699	Public service activities other than Low/Moderate Income Housing Benefit: 34,666 Persons Assisted
5	Achieve Fair Housing for All	2018	2022	Non-Housing Community Development	City-wide	Housing Discrimination	CDBG: \$68,175	Public service activities other than Low/Moderate Income Housing Benefit: 4,050 Persons Assisted
6	Promote Economic Development Activities	2018	2022	Non-Housing Community Development and City Economic Development	City-wide	Economic Development	CDBG: \$0	Jobs created/retained: 0 Jobs Businesses assisted: 0 Businesses Assisted: 0

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Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
7	Planning and Administration	2018	2022	Program Administration	City-wide	Planning and Administration	CDBG: \$409,165 HOME: \$66,976 ESG: \$13,020	

Table 6 – Goals Summary

**Goal Descriptions**

1	<b>Goal Name</b>	Improve the condition of existing housing stock
	<b>Goal Description</b>	The City will provide CDBG and HOME funds to improve the existing housing stock so that it provides decent, safe and sanitary housing.
2	<b>Goal Name</b>	Address Homelessness
	<b>Goal Description</b>	The City will allocate ESG funding to organizations that address the needs of homeless individuals.
3	<b>Goal Name</b>	Public Facilities and Infrastructure
	<b>Goal Description</b>	The City will allocate CDBG funds to improve and upgrade public facilities and infrastructure such as public buildings, parks, streets, and storm drains.
4	<b>Goal Name</b>	Improve the well-being of persons
	<b>Goal Description</b>	The City will provide CDBG financial support to organizations that address basic needs, public safety, transportation, job training, and needs of school-aged youth.
5	<b>Goal Name</b>	Achieve Fair Housing for All
	<b>Goal Description</b>	The City will continue to allocate CDBG funds to a fair housing provider that will investigate housing discrimination complaints and tenant/landlord issues.

6	<b>Goal Name</b>	Promote Economic Development Activities
	<b>Goal Description</b>	The City will promote economic development activities that assist existing and start-up businesses and retain and create jobs.
7	<b>Goal Name</b>	Planning and Administration
	<b>Goal Description</b>	The City will strive to achieve the goals, priority needs and funding priorities of the Consolidated Plan. The City will continue to comply with the planning and reporting requirements of the Consolidated Plan regulations and CDBG regulations. Annually, the City will monitor its use of CDBG funds to ensure effective and appropriate use of funds.

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## Projects

### AP-35 Projects – 91.220(d)

#### Introduction

The City of Moreno Valley has selected a variety of proposed activities and activities aimed at meeting the goals and priority needs established in the Action Plan. For CDBG, the City has allocated the maximum 15% Public Service cap for a total of 8 public service activities funded for FY 2022/23. The 20% Administration cap will be utilized for staffing and administration. The remaining 65% will fund a variety of Economic Development, Neighborhood Improvements, Public (Street) Improvements, and Rehabilitation activities.

#### Projects

#	Project Name
1	HOME PROGRAM ADMINISTRATION (2022)
2	CHDO SET-ASIDE 2022
3	HABITAT FOR HUMANITY RIVERSIDE CRITICAL HOME REPAIR PROGRAM (2022)
4	ESG22 MORENO VALLEY (2022)
5	CDBG PROGRAM ADMINISTRATION (2022)
6	FAMILY SERVICE ASSOCIATION, SENIOR NUTRITION PROGRAM (2022)
7	OPERATION SAFEHOUSE, INC. EMERGENCY SHELTER FOR YOUTH (2022)
8	MORENO VALLEY POLICE DEPARTMENT, COMMUNITY BETTERMENT AND PROBLEM ORIENTED POLICING (2022)
9	FRIENDS OF MORENO VALLEY SENIOR CENTER, MO-VAN SENIOR TRANSPORTATION PROGRAM (2022)
10	ASSISTANCE LEAGUE OF RIVERSIDE, OPERATION SCHOOL BELL (2022)
11	RIVERSIDE AREA RAPE CRISIS CENTER, SAFE COMMUNITIES PROJECT (2022)
12	VOICES FOR CHILDREN, COURT APPOINTED SPECIAL ADVOCATES (CASA) PROGRAM (2022)
13	FAIR HOUSING COUNCIL OF RIVERSIDE COUNTY DISCRIMINATION AND LANDLORD-TENANT SERVICES (2022)
14	GRID ALTERNATIVES, LOW INCOME SOLAR ENERGY ASSISTANCE PROGRAM (2022)
15	PAVEMENT REHABILITATION FOR VARIOUS LOCAL STREETS (2022)

**Table 7 - Project Information**

#### Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Moreno Valley seeks to meet federal national objectives of (1) providing benefits to the low and moderate income, (2) removing area slum and blight, and (3) meeting urgent or emergency community

needs. The City also seeks to prioritize in a way that can assist goals set by the City Council including: Revenue Diversification & Preservation, Public Safety, Positive Environment Community Image, and Neighborhood Pride & Cleanliness. Every year, in accordance with HUD’s requirements, Moreno Valley re-evaluates and updates its program specific Objectives and Policies to ensure they adequately reflect the current needs of the community. The updated Objectives and Policies must then be adopted at the local level by the City Council for the upcoming program year. CDBG, HOME, and ESG Objectives and Policies primarily focus on: (1) defining the City’s funding priorities, (2) offering activity selection criteria, and (3) providing guidance for staff when reviewing and recommending programs and activities for funding.

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**AP-38 Project Summary**  
**Project Summary Information**

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1	<b>Project Name</b>	HOME PROGRAM ADMINISTRATION (2022)
	<b>Target Area</b>	CDBG TARGET AREA(S)
	<b>Goals Supported</b>	Planning and Administration
	<b>Needs Addressed</b>	Planning and Administration
	<b>Funding</b>	HOME: \$66,975.40
	<b>Description</b>	Comprehensive planning and administration of the HOME grant program.
	<b>Target Date</b>	6/30/2023
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	N/A
	<b>Location Description</b>	Operating from 14177 Frederick St. Moreno Valley, CA 92552
	<b>Planned Activities</b>	Administration of the HOME program including project management, various reporting, research, environmental reviews, completion of the Annual Action Plan, preparation of the CAPER report, on-site monitoring, etc.
2	<b>Project Name</b>	CHDO SET-ASIDE 2022
	<b>Target Area</b>	CDBG TARGET AREA(S)
	<b>Goals Supported</b>	Improve the condition of existing housing stock
	<b>Needs Addressed</b>	Substandard Housing
	<b>Funding</b>	HOME: \$100,464
	<b>Description</b>	Mandatory 15% set-aside
	<b>Target Date</b>	Pending
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	N/A
	<b>Location Description</b>	Pending

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	<b>Planned Activities</b>	Mandatory reservation of 15% annual HOME grant for a CHDO project (to be identified). The City plans to reach out to local CHDO's, and attempt to successfully establish or research viable projects for low-moderate income households. No activities are planned for FY 2022/23.
3	<b>Project Name</b>	HABITAT FOR HUMANITY RIVERSIDE CRITICAL HOME REPAIR PROGRAM (2022)
	<b>Target Area</b>	CDBG TARGET AREA(S)
	<b>Goals Supported</b>	Improve the condition of existing housing stock
	<b>Needs Addressed</b>	Substandard Housing
	<b>Funding</b>	HOME: \$415,000
	<b>Description</b>	The Critical Home Repair program (CHR) is a one-time home preservation service that offers interior and exterior repairs designed to assist homeowners living in a single family home or mobile home secured to the permanent foundation as their primary residence within the City limit of Moreno Valley. The interior repairs consist of electrical, plumbing, flooring, wall repairs, kitchen repairs, termite work, air conditioning, insulation, bath repairs, heating and furnaces, ceiling repairs, etc. The exterior maintenance includes replacement or repairs of roofing, house trims, siding, awnings, steps, entrance, door, windows, porch deck, handicap access ramps, weatherization, tree removal, and any other maintenance to ensure health, safety and code enforcement compliance.
	<b>Target Date</b>	6/30/2024
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	The program will assist twenty (20) households in the low to moderate income range for the needed repairs.
	<b>Location Description</b>	The allocation would allow for the interior and exterior repair of approximately twenty units within the City limit.
	<b>Planned Activities</b>	Twenty units will be rehabilitated to ensure health, safety and code enforcement compliance. These may include activities to repair or replace the interior or exterior electrical, plumbing, floor, roof, etc.
	<b>Project Name</b>	ESG22 MORENO VALLEY (2022)

<b>4</b>	<b>Target Area</b>	CDBG TARGET AREA(S) City-wide
	<b>Goals Supported</b>	Address Homelessness Planning and Administration
	<b>Needs Addressed</b>	Homelessness Planning and Administration
	<b>Funding</b>	ESG: \$63,020.30
	<b>Description</b>	Total Moreno Valley 2022 ESG Program \$63,020.30 Moreno Valley 2022 ESG Programs are for:  (1) Emergency Solutions Grant (ESG) Administration - Comprehensive planning and administration of the ESG grant program (\$13,020.30)  (2) Lutheran Social Services of Southern California (LSSSC) - Homelessness Prevention (\$50,000)
	<b>Target Date</b>	6/30/2024
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Lutheran Social Services of Southern California – 15 Persons assisted through Homelessness Prevention
	<b>Location Description</b>	City-wide

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	<b>Planned Activities</b>	<p>Emergency Solutions Grant (ESG) Administration: Daily administration of the ESG program including but not limited to: activity oversight; programmatic research; technical assistance; processing of budget amendments; IDIS management; HMIS QC review; program specific reporting; On-site monitoring of subrecipients.</p> <p>LSSSC will provide low-and moderate-income Moreno Valley households at eminent risk of losing their housing, with short-term financial assistance to cover their rent/mortgage (at fair market rate) and utilities (including arrears). Through this effort, LSSSC will quickly assess vulnerable households for eligibility and critical needs. Qualified households must demonstrate low-income status and risk of becoming homeless due to their inability to pay rent/mortgage. LSSSC will then quickly assist qualified households with short-term financial assistance to pay rent/mortgage</p>
5	<b>Project Name</b>	CDBG PROGRAM ADMINISTRATION (2022)
	<b>Target Area</b>	CDBG TARGET AREA(S)
	<b>Goals Supported</b>	Planning and Administration
	<b>Needs Addressed</b>	Planning and Administration
	<b>Funding</b>	CDBG: \$409,165
	<b>Description</b>	Comprehensive planning and administration of the CDBG program.
	<b>Target Date</b>	6/30/2023
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	N/A
	<b>Location Description</b>	Operating from 14177 Frederick St. Moreno Valley, CA 92552
<b>Planned Activities</b>	<p>Daily administration of the CDBG program including but not limited to: activity oversight; processing of amendments; IDIS management; Implementation of the Citizen Participation plan for needs assessment and project selection; Preparation of the Annual Action Plan; Preparation of the year-end CAPER report; program specific reporting; On-site monitoring of subrecipients.</p>	
<b>Project Name</b>	FAMILY SERVICE ASSOCIATION, SENIOR NUTRITION PROGRAM (2022)	

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6	<b>Target Area</b>	CDBG TARGET AREA(S) City-wide
	<b>Goals Supported</b>	Improve the well-being of persons
	<b>Needs Addressed</b>	Public Service Programs
	<b>Funding</b>	CDBG: \$20,000
	<b>Description</b>	Family Service Association (FSA) Senior Nutrition Program provides seniors with one nutritionally balanced meal Monday- Friday.
	<b>Target Date</b>	6/30/2023
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Family Services Association estimates serving approximately 430 seniors.
	<b>Location Description</b>	Services will be provided by the Family Services Association primarily located at the City of Moreno Valley Senior Center.
	<b>Planned Activities</b>	Family Service Association (FSA) Senior Nutrition Program provides seniors with one nutritionally balanced meal Monday - Friday. The meals are provided to seniors 62 years of age and older at the City of Moreno Valley Senior Center. Meals are also provided through an in-home delivery service to seniors who are unable to the center because of illness, disability, or lack of transportation.
7	<b>Project Name</b>	OPERATION SAFEHOUSE, INC. EMERGENCY SHELTER FOR YOUTH (2022)
	<b>Target Area</b>	City-wide
	<b>Goals Supported</b>	Improve the well-being of persons
	<b>Needs Addressed</b>	Public Service Programs
	<b>Funding</b>	CDBG: \$15,000
	<b>Description</b>	Since 2000, collaboration with the City of Moreno Valley allows the use of the City of Moreno Valley Police Department to transport youth to the shelter, provide onsite school programs that serve 1,300 Moreno Valley Middle and High school students annually.
	<b>Target Date</b>	6/30/2023

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	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Operation Safehouse estimates serving approximately 20 youths.
	<b>Location Description</b>	Services will be provided to run away, homeless, at risk youth and their families from the city of Moreno Valley by Operation Safehouse primarily located at 9685 Hayes Street, Riverside, CA.
	<b>Planned Activities</b>	CDBG funds will be used to provide direct services to a minimum of 20 City of Moreno Valley youth who enter our emergency shelter. About 95% of these Moreno Valley youth will exit into a safe and stable environment.
8	<b>Project Name</b>	MORENO VALLEY POLICE DEPARTMENT, COMMUNITY BETTERMENT AND PROBLEM ORIENTED POLICING (2022)
	<b>Target Area</b>	CDBG TARGET AREA(S)
	<b>Goals Supported</b>	Improve the well-being of persons
	<b>Needs Addressed</b>	Public Service Programs
	<b>Funding</b>	CDBG: \$58,699
	<b>Description</b>	The CDBG grant funds will be used to provide added enforcement support through overtime hours worked in the CDBG target areas.
	<b>Target Date</b>	6/30/2023
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	The Moreno Valley Police Department estimates serving approximately 10,000 persons in the designated CDBG areas within the City of Moreno Valley.
	<b>Location Description</b>	The service area for the project will be the designated CDBG areas within the city of Moreno Valley.
	<b>Planned Activities</b>	The overall purpose is to reduce crime within the areas, remove blighted conditions, and improve quality of life for the community. The officers will acquaint themselves with the apartment managers and residents and will work closely with them to forge improved relations and reduce crime. Furthermore, funding will used for overtime to provide training for the Citizens Patrol and Volunteer/Explorer Programs.

9	<b>Project Name</b>	FRIENDS OF MORENO VALLEY SENIOR CENTER, MO-VAN SENIOR TRANSPORTATION PROGRAM (2022)
	<b>Target Area</b>	City-wide
	<b>Goals Supported</b>	Improve the well-being of persons
	<b>Needs Addressed</b>	Public Service Programs
	<b>Funding</b>	CDBG: \$70,000
	<b>Description</b>	MoVan is a transportation van for twelve passengers plus 2 wheelchairs, provided Monday through Friday, 8:15 a.m-4:45 p.m. The MoVan is a safe, convenient form of transit service specially designed to meet mobility needs of Moreno Valley seniors 60 years or older and disabled adult residents
	<b>Target Date</b>	6/30/2023
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Estimated 146 seniors will receive rides on the MoVan.
	<b>Location Description</b>	Rides will be offered city-wide.
	<b>Planned Activities</b>	<p>MoVan transports curb-to-curb to our Senior Community Center as well as to medical/dental/optical appointments, grocery shopping, food distribution pickups and professional service appointments. MoVan provides this at a low cost of \$1.00 for one-way trips, \$2.50 outside the city limits, all within a 20-mile radius. No one is turned away due to inability to pay.</p> <p>The requested funds are used to pay the third-party transit company who is responsible for securing the drivers, dispatch service, fuel, maintenance, permit fees and insurance at an all-inclusive rate of \$80.56/hour. This rate increased by 4.50% due to today's rising costs.</p>
10	<b>Project Name</b>	ASSISTANCE LEAGUE OF RIVERSIDE, OPERATION SCHOOL BELL (2022)
	<b>Target Area</b>	City-wide
	<b>Goals Supported</b>	Improve the condition of existing housing stock
	<b>Needs Addressed</b>	Public Service Programs
	<b>Funding</b>	CDBG: \$30,000

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	<b>Description</b>	Operation School Bell is a program provided to elementary, middle, and high school students with a goal of assisting them in removing barriers to learning. The program provides new school clothes and dental kits to homeless and economically disadvantaged children
	<b>Target Date</b>	6/30/2023
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Assistance League estimates benefiting approximately 330 children from low-moderate income families.
	<b>Location Description</b>	Operation School Bell is available to students attending a school in the Moreno Valley School District, as well as students in the Val Verde School District who reside in Moreno Valley.
	<b>Planned Activities</b>	Through collaboration with eight school districts, we get referrals for students who need our program. Approximately one-fifth of these students (about 330) come from Moreno Valley. Referred students are assigned a specific date and time to come to a local JCPenney store (one of which is in Moreno Valley). The students are met by Assistance League of Riverside volunteers who guide them regarding what type of purchases they may make (clothes and/or shoes they can wear to school). After the students select their purchases, an Assistance League of Riverside volunteer pays for up to \$150 worth of school clothing.
11	<b>Project Name</b>	RIVERSIDE AREA RAPE CRISIS CENTER, SAFE COMMUNITIES PROJECT (2022)
	<b>Target Area</b>	CDBG TARGET AREA(S)
	<b>Goals Supported</b>	Improve the well-being of persons
	<b>Needs Addressed</b>	Public Service Programs
	<b>Funding</b>	CDBG: \$15,000
	<b>Description</b>	Riverside Area Rape Crises Center (RARCC) Safe Communities Project is a community outreach program to promote health and wellness within families and eliminate the prevalence of gender-based violence in low-to-moderate income communities. Program objectives have additionally been expanded to include gender-based violence prevention, family resiliency, and the ending of generational cycles of trauma.

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	<b>Target Date</b>	6/20/2023
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	The proposed program has been expanded from an in-school model to community-based and virtual to serve youth, parents, and community members. The program will serve approximately 23,725 persons total in Moreno Valley Census Tract Areas, including 16,990 low/mod persons.
	<b>Location Description</b>	Program delivery will be accomplished through community-based workshops and presentations at Moreno Valley partner sites and an adapted hybrid format RARCC designed due to the pandemic focusing on the following census tracts 42405-1, 42505-1, 42505-2, 42512-2, 42515-1, 42521-2, 46700-3, 48902-1, 48902-2.
	<b>Planned Activities</b>	Riverside Area Rape Crises Center (RARCC) Safe Communities Project is a community outreach program to promote health and wellness within families and eliminate the prevalence of gender-based violence in low-to-moderate income communities. Program objectives have additionally been expanded to include gender-based violence prevention, family resiliency, and the ending of generational cycles of trauma.
12	<b>Project Name</b>	VOICES FOR CHILDREN, COURT APPOINTED SPECIAL ADVOCATES (CASA) PROGRAM (2022)
	<b>Target Area</b>	City-wide
	<b>Goals Supported</b>	Improve the well-being of persons
	<b>Needs Addressed</b>	Public Service Programs
	<b>Funding</b>	CDBG: \$30,000
	<b>Description</b>	Voices for Children’s Court Appointed Special Advocate (CASA) program will address the needs of abused and neglected City of Moreno Valley youth in foster care by providing them with the comprehensive, individualized advocacy of a CASA volunteer in court and throughout the community.
	<b>Target Date</b>	6/30/2023
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Voices for Children estimates serving approximately 15 at-risk youth from the city of Moreno Valley.

	<b>Location Description</b>	The CASA program services will be delivered directly to the youth throughout the city of Moreno Valley.
	<b>Planned Activities</b>	The organizational cost of providing one year of CASA advocacy to a youth in Riverside County is \$2,000. A \$30,000 grant from the City of Moreno Valley CDBG program will enable Voices for Children (VFC) to provide CASA volunteers to fifteen (15) youth from the City of Moreno Valley during fiscal year (FY) 2022-23. On average, CASAs provide youth with 10-15 hours of direct advocacy services per month. This grant would partially fund salaries for the VFC staff Advocacy Supervisors who will manage the CASA volunteers and the cases of grant-funded City of Moreno Valley youth in foster care.
13	<b>Project Name</b>	FAIR HOUSING COUNCIL OF RIVERSIDE COUNTY DISCRIMINATION AND LANDLORD-TENANT SERVICES (2022)
	<b>Target Area</b>	City-wide
	<b>Goals Supported</b>	Achieve Fair Housing for All
	<b>Needs Addressed</b>	Housing Discrimination
	<b>Funding</b>	CDBG: \$68,175
	<b>Description</b>	The Fair Housing Council of Riverside County, Inc. (FHCRC) proposes to offer a full menu of fair housing services which affirmatively address and promote fair housing rights and obligations as defined and articulated under the Federal Fair Housing Act and the California State Law Enactments under the Rumford and Unruh Civil Rights Acts
	<b>Target Date</b>	6/30/2023
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Fair Housing Council of Riverside County estimates providing Anti-Discrimination Services to 4,050 low/mod individuals in the City.
	<b>Location Description</b>	Fair Housing Council of Riverside County is available to persons in the City of Moreno Valley.

	<b>Planned Activities</b>	FHCRC's Mission is to provide comprehensive services which affirmatively address and promote landlord/tenant and fair housing (anti-discrimination) rights and further other housing opportunities for all persons without regard to race, color, age, national origin, religion, sex, familial status (presence of children), disability, ancestry, marital status, or other arbitrary factors. The Mission is accomplished through three component areas under both Anti-Discrimination and Landlord/Tenant services. These three components are education, training and technical assistance and enforcement
14	<b>Project Name</b>	GRID ALTERNATIVES, LOW INCOME SOLAR ENERGY ASSISTANCE PROGRAM (2022)
	<b>Target Area</b>	City-wide
	<b>Goals Supported</b>	Improve the condition of existing housing stock
	<b>Needs Addressed</b>	Substandard Housing
	<b>Funding</b>	CDBG: \$100,000
	<b>Description</b>	GRID Alternatives Inland Empire will install solar electric systems in Moreno Valley for 10 low-income homeowners earning no more than 80% of AMI.
	<b>Target Date</b>	6/30/2023
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	GRID Alternatives Inland Empire will install solar electric systems in Moreno Valley for 10 low-income homeowners earning no more than 80% of AMI.
	<b>Location Description</b>	City-wide
	<b>Planned Activities</b>	Of the awarded funds, \$50,000 will provide roof repair to make homes "solar ready". These installations will be facilitated using GRID's job trainee and volunteer participants. Each solar installation generates "triple bottom line" results: long-term financial benefits for low-income families; hands-on experience for trainees in the rapidly expanding field of solar installation; and environmental benefits by eliminating greenhouse gas emissions.
15	<b>Project Name</b>	PAVEMENT REHABILITATION FOR VARIOUS LOCAL STREETS (2022)
	<b>Target Area</b>	CDBG TARGET AREA(S)
	<b>Goals Supported</b>	Public Facilities and Infrastructure

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<b>Needs Addressed</b>	Public Facilities and Infrastructure
<b>Funding</b>	CDBG: \$1,279,786
<b>Description</b>	This project will provide pavement rehabilitation for approximately 90 local streets within the City's HUD-CDBG target areas
<b>Target Date</b>	6/30/2023
<b>Estimate the number and type of families that will benefit from the proposed activities</b>	This project will benefit approximately 9,200 individuals.
<b>Location Description</b>	This project will potentially benefit City residents in the HUD-CDBG Low/Mod Census Tracts.
<b>Planned Activities</b>	Pavement rehabilitation consists of the removal of 1.5-inch thick of existing asphalt concrete pavement surface and construction of new asphalt concrete pavement surface of same thickness for streets that are severely distressed. Rehabilitation also includes localized pavement repairs, crack sealing, and application of slurry seal for streets that are less distressed. The project is to improve roadway infrastructure and extend the service life of street pavement while enhancing safety and aesthetic appearance of various communities within HUD CDBG target areas.

### AP-50 Geographic Distribution – 91.220(f)

#### Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The CDBG Target Areas consist of census tracts within the City that are qualified as having a population of 51% or more low to moderate income residents. These tracts are located within three of the five City Council Districts.

Since the release of the 2010 US Census information, the City has been re-evaluating its Target Areas. However, the 2010 Census did not collect income information. Subsequently, HUD instructed cities to continue using the available 2000-based dataset until the point which a newer dataset was released. In 2015 new information was made available, and the City re-examined the demographics of each census tract, and formally adjusted and adopted its Target Area Maps in 2017. In February 2019, Notice CPD-19-02 was released to publicize the new Low and Moderate- Income Summary Data (LMISD), based on the 2015 America Community Survey (ACS). Commencing July 1, 2021, the City will formally adjust and adopt its Target Area Maps to reflect most recent data released.

#### Geographic Distribution

Target Area	Percentage of Funds
CDBG TARGET AREA(S)	80
City-wide	20

Table 8 - Geographic Distribution

#### Rationale for the priorities for allocating investments geographically

When determining the geographic locations where Moreno Valley will allocate their investments, City representatives will consider if the activity or program will physically be located within an already designated CDBG Target Area, and in line with whether the program will directly benefit the low-to-moderate income population in that area. Poverty levels will act as a measure of need for an area, providing staff with insight on the state of the population within that area and allow City representative to fund services accordingly. City representative will also take public demand into account, recommendations from other city departments (such as Capital Activities, or the Police Department), reports from CDBG subrecipients which track referrals and measure trends in service levels, recommendations of other local entities like the County partners (the Continuum of Care, Department of Social Services, local Housing Authority, Economic Development Agency) and the local non-profits.

#### Discussion

Moreno Valley utilizes geographic distribution designations that further describe where the City will focus its programs. An activity can be designated as serving either: (1) 'Citywide", or (2) 'in the CDBG Target Areas'. "Citywide' is a designation used for programs that offer services to the entire community.



Many Public programs provide services to the entire City, the nature of these program services is often exclusively to serve low-to-moderate income persons (i.e., food banks). If a program is designated for the 'CDBG Target Area' it is confined exclusively to the CDBG Target Area. In general, CDBG Target Areas typically include older sections of the City where much of the building stock and infrastructure is deteriorated or fails to meet current standards. Many structures need minor or major rehabilitation with some structures in need of extensive reconstruction. The areas lack adequate drainage systems, water lines, street lighting, and street improvements. The current CDBG Target Area Map is included as an attachment or an appendix to this Plan.

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## Affordable Housing

### AP-55 Affordable Housing – 91.220(g)

#### Introduction

The City plans to utilize all programs available (whether City, County, State, or Federal) to meet the affordable housing needs of the community. For example, low-income households seeking multi-family rental opportunities will be assisted through the City’s HOME and Neighborhood Stabilization (NSP) programs. HOME offers a variety of activities aimed at providing affordable housing opportunities. The NSP works exclusively to rehabilitate foreclosed or vacant properties in the community and convert them into affordable housing opportunities for the qualified low-income families.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	20
Special-Needs	0
Total	0

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	20
Acquisition of Existing Units	0
Total	20

Table 10 - One Year Goals for Affordable Housing by Support Type

#### Discussion

In 2017-18, the City worked with a CHDO partner, Riverside Housing Development Corporation (RHDC), to complete two activities located at 22899 and 22889 Allies Place in a distressed CDBG Target neighborhood. These activities acquired, rehabilitated, and will rent restrict eight (8) affordable units each providing for affordable housing opportunities for the low and very low-income in a severely distressed area of the City. The City of Moreno Valley’s affordable housing portfolio includes 29 different multi-family rental activities expected to provide 1,643 low-and moderate-income families with affordable housing during FY 2020-21. Lastly, through the Housing Authority of the County of Riverside (HACR), the City will also be able to offer its residents affordable housing through the County’s Public Housing programs. HACR administers and manages approximately 1,100 Section 8 properties and 66 Public Housing units in Moreno Valley.

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## AP-60 Public Housing – 91.220(h)

### Introduction

The Housing Authority of Riverside County (HACR) addresses the public housing needs of the cities within Riverside County. The Public Housing Program is intended to provide decent, safe, and sanitary housing to low and moderate-income families, seniors, and persons with disabilities.

### Actions planned during the next year to address the needs to public housing

As of 2016, the Countywide Housing Authority no longer administers a Public Housing Program. The former Public Housing units were converted over to Project Based Voucher units through HUD's Rental Assistance Demonstration (RAD) program. The full conversion to RAD was completed during FY 2016-17, on October 1, 2016. For FY 2021, HUD reported there were approximately 8,500 households who receive housing choice vouchers countywide with approximately 1,000 for Moreno Valley residents who receive Housing Choice Vouchers (or Section 8). All Voucher recipients are below 50% of the area median income and approximately 75% of recipients are below 30% of area median income. The countywide Section 8 waiting list has approximately 68,000 families. The waiting list for Section 8 reopened on July 1, 2015 and is accepting new applications with specific eligibility criteria in place.

Based on the large numbers of families waiting for assistance, the City supports the HACR goal to: expand the supply of assisted housing by applying for additional rental vouchers via annual competitions for the U.S. Department of Housing and Urban Development (HUD) affordable housing funding available to Public Housing Authorities; improve the quality of assisted housing; leverage private or other public funds to create additional housing opportunities; and expand and promote self-sufficiency programs. The City will actively pursue opportunities for local affordable housing activities as described within this Action Plan as well as non-housing public service programs that contributes to the overall affordable housing needs of the community and ease the financial burden of its struggling, low-income residents. To further collaborate, the City of Moreno Valley will continue to review the Riverside County Agency's Action Plan and monitor the affordable housing needs of the area. The City reviews proposed development sites, the comprehensive plan, and any proposed demolition or disposition of public housing developments.

The Housing Authority has prepared a five-year Strategic Plan and an Annual Plan. The Plans guide the actions of the Housing Authority in addressing the needs of extremely low and very low income families and include goals to increase the supply of affordable housing, promote self-sufficiency and asset development, ensure equal opportunity and affirmatively further fair housing, and in achieving consistency with each jurisdiction's Consolidated Plan. The City will continue to monitor the Housing Authority's Plans and provide input as it pertains to Moreno Valley residents to increase the supply of affordable housing.

### Actions to encourage public housing residents to become more involved in management and

## participate in homeownership

The Riverside County Housing Authority encourages public housing residents to become more involved in management and to participate in homeownership opportunities through its Public Housing Resident Initiatives (PHRI). The Riverside County Housing Authority seeks to facilitate the successful transition of residents from public housing residency to economic independence and/or from welfare-dependence to increased earning capacity or sustained work. This Initiative builds upon the efforts of the local welfare plan and other self-sufficiency efforts of the Housing Authority and target public housing residents who are receiving welfare assistance. The goals of the PHRI are: reduce welfare dependence by assisting residents in returning to the work force in a job commensurate with their abilities; reduce poverty by assisting residents in increasing their self-sufficiency by enhancing their employment or earning potential; and to increase homeownership among public housing residents. Local partners including public agencies and community-based nonprofits, as well as faith-based organizations provide self-sufficiency services including: job training, employment opportunities, computer instruction, etc. The Family Self Sufficiency (FSS) Program was established to assist Section 8 residents and enable families to gain economic independence from all governmental assistance. Supportive services offered to participating families include:

- Remedial Education and Classroom Training;
- Employment Training and Placement;
- Counseling/Case Management;
- Credit Counseling and Money Management;
- Child Care
- Transportation

The Housing Authority has also established a “Homeownership Program” (HP). The HP assists eligible participants in the Section 8 program, who are also participants of the Family-Self Sufficiency Program (FSS) by offering a single down payment assistance grant. To maximize the use of resources available to home seekers, the Housing Authority program also targets families who take part in the Riverside County Economic Development Agency’s (EDA) First Time Home Buyer Program (FTHB). In combination, the HP/FTHB partnership enables families to realize their dream of becoming homeowners by providing them with financial and other resources that they would not normally have access to. The Resident Opportunity and Self-Sufficiency Program (ROSS), facilitates the successful transition of residents from public housing residency and/or from welfare-dependence to economic independence. The County has reported that it is completing its final year of program operations of assisting residents at Gloria Street Apartments and the Dracaea Townhomes in public housing communities in Moreno Valley. The Housing Authority indicated that they continued to apply for additional funding and had an application pending

to continue the ROSS program at the Moreno Valley properties for another 3 years.

**If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance**

The PHA is not designated as troubled.

**Discussion**

None

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## AP-65 Homeless and Other Special Needs Activities – 91.220(i)

### Introduction

One of the City’s highest priorities for the use of grant funds is to address the emergency shelter and housing needs of homeless persons. In the coming year, Moreno Valley will continue to dedicate funding toward homeless services. In the coming year, Moreno Valley will continue to dedicate funding toward homeless services. The City will assist homeless persons with emergency vouchers and other critical support funded through partnership with homeless service providers. As well as continue to subsidize affordable housing development that offers long-term affordable housing opportunities. With the added Emergency Solutions Grant (ESG) entitlement funding, Moreno Valley will offer programs that will help quickly house homeless individuals and prevent loss of housing for those at risk of becoming homeless. A “Point-in-Time Count” (PIT) was last released in May 2020, regarding homeless persons residing in Riverside County. Conducted by the County’s Continuum of Care (CoC), Moreno Valley has estimated 165 unsheltered homeless persons residing within its city limits. The 2021 PIT count was cancelled by Riverside County due fears of COVID-19 transmission. The 2022 PIT was conducted on February 23, 2022 and the results are expected in late spring 2022.

### Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

#### Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

In line with the HUD requirements, the City has developed a comprehensive Homeless Strategy that involves reaching out to homeless persons, assessing and addressing their individual emergency/housing needs. To reach these individuals, the City extends CDBG funding to a variety of public service subrecipients who in turn provide the direct services including street outreach, case management, housing search assistance, emergency housing/motel vouchers, food, and counseling. These social service programs are often the primary source for referrals and assistance to homeless persons, and primary contact for unsheltered individuals. Most of the homeless population will become aware of a program through word of mouth, and seek out services by calling the service provider or traveling to their local office. The City will also provide funds for reporting homelessness assistance through the Riverside County’s Homeless Management Information System (HMIS).

During the 2022/23 program year, the City will be providing funding to:

- Lutheran Social Services of Southern California (ESG)

Historically, Riverside County has worked toward dealing with the chronic homeless population for a number of years through the Mental Health Homeless Intervention Team (HIT) program. The HIT Team actively sought out homeless, throughout Riverside County, living on the streets and in

unsheltered locations. The teams focused on areas of high homeless concentration. Support workers are trained to recognize the symptoms of mental illness and substance abuse. Support workers also possess the interpersonal skills necessary to solicit and provide information in a friendly, respectful, non-threatening manner. They are familiar with all community resources that serve the homeless population, both public and private. At a minimum, all homeless persons contacted on the streets are provided with information and referrals to programs relevant to their needs. Once the chronic homeless persons have been identified, and if mentally ill and willing to participate, they are enrolled into a series of programs by the Department of Mental Health.

Additionally, the County of Riverside, along with Continuum of Care partners will make available the "25 Cities" pilot program which aims to assist homeless populations, primarily veterans and the chronically homeless to attain housing through collaboration and communication with its CoC partners. The program features coordinated entry system, a software that stores and displays housing information including vacancies, client personal information, and tracks their individual needs.

### **Addressing the emergency shelter and transitional housing needs of homeless persons**

Addressing the housing needs of the homeless is the primary objective of ESG fund and one of the City's highest priorities for the use of CDBG public service dollars. ESG funding will be allocated to address the emergency shelter and housing needs of homeless persons located in Moreno Valley. The City's ESG program allocation will be used to leverage the homeless prevention efforts originally initiated by CDBG. However, ESG will provide additional funding that will be used to assist, protect, and improve living conditions for the homeless and provide for the following eligible activities:

- Outreach to homeless individuals and families living on the street;
- improve the number and quality of emergency shelters for homeless individuals and families;
- help operate these shelters;
- provide essential services to shelter residents,
- rapidly re-house homeless individuals and families, and
- prevent families/individuals from becoming homeless

**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were**



### recently homeless from becoming homeless again

The City of Moreno Valley will be continuing a multi-faceted system that will assist in enhancing efforts for persons and families to transition to permanent housing and independent living through a variety of resources involving the continued partnerships and financial support to local nonprofit service providers and participation and support to the Riverside County Continuum of Care. Additionally, the Riverside County's Department of Public Social Services (DPSS) is considered the "umbrella" anti-poverty agency for the region. The goal is self-sufficiency accomplished by moving poor families out of poverty. DPSS interacts with needy residents on many levels, and assisting them through childcare, education, employment, training, health and human services, homelessness and housing with available mainstream programs.

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.**

Please refer to above.

### Discussion

Please refer to above.

## AP-75 Barriers to affordable housing – 91.220(j)

### Introduction:

As a condition of receiving federal funding for the CDBG and HOME programs, cities must certify that it will affirmatively further fair housing as required by the Fair Housing Act. The Act includes policies that ensure that persons are not denied equal opportunities in connection with housing because of their race, color, national origin, religion, disability, sex, or familial status. In compliance, prior to the start of each Consolidated Plan period, Moreno Valley prepares an Analysis of Impediments (AI) to Fair Housing Choice Report. As part of the report, the City of Moreno Valley is required to:

1. Conduct an analysis to identify impediments to fair housing choice within the jurisdiction.
2. Take appropriate actions to overcome the effects of any impediments identified through that analysis; and Maintain records reflecting the analysis and actions in this regard. The AI is a review of impediments or barriers that affect the rights of fair housing choice and serves as a basis for fair housing planning. It provides detailed information to policy makers, administrative staff, housing providers, lenders, and fair housing advocates to assist in building public support for fair housing efforts. Moreno Valley's latest AI is effective from 2018-2023. Data contained in the AI report is a synthesis of the most recent US Census Data, information collected by the Fair Housing Council of Riverside County (FHCRC), and a series of community meetings. In addition, the City in partnership with the FHCRC published an online survey to solicit additional community input regarding fair housing issues.

### **Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment**

For FY 2022-23, the City has identified barriers to affordable housing both in the public and the private sectors. Moreno Valley plans to address each specific barrier as follows:

#### **Public Sector Actions:**

1. The City should prepare a Hate Crime Victims Resource Directory. When the directory is deemed complete, it should be transmitted to the Police Department to use as a referral resource.

#### **Private Sector Actions:**

1. The City and Fair Housing Council of Riverside County, Inc. will continue to offer to its residents fair housing services. The Fair Housing Council will post on its website, a page where residents can put their

fair housing questions.

2. The City and Fair Housing will arrange a meeting with IVAR's Fair Housing Committee, to explore fair housing topics.
3. The Fair Housing Council - as part of its home buyer counseling services – will provide examples of how to detect “steering” during the home search process and how to detect “loan steering.” The Fair Housing Council will offer information to renters attending workshops on how to detect steering behavior by resident property managers.
4. The Fair Housing Council will add “how to read an appraisal report” to its homebuyer counseling services.
5. The City and Fair Housing Council will annually monitor the HMDA data to establish long-term trends in loan denial rates. The City and Fair Housing Council will maintain an inventory of FHA and low down payment financed homes and notices of default. The Fair Housing Council will contact the borrowers in default and inform them of default and foreclosure counseling services available to homeowners at risk of losing their homes.
6. The City and Fair Housing Council will add “homeowner's insurance” and “CLUE Reports” to its homebuyer counseling services. The Fair Housing Council will provide educational services to home buyers and borrowers, so they understand the impact of CLUE Reports and can compare homeowner's premium rates.
7. The Fair Housing Council will update the list of the names and e-mail addresses of the resident apartment managers. The City and Fair Housing Council will arrange an information session between the fair housing counselors and resident managers to exchange insights on a variety of fair housing issues. The City and Fair Housing Council will continue to inform resident managers by transmitting information to their e-mail and/or physical address.
8. The City and Fair Housing Council will continue outreach to resident apartment managers on the topic of reasonable accommodations and modifications through training sessions, workshops, correspondence, and other means. As new information becomes available, the City and Fair Housing Council will transmit it to resident apartment managers.

#### **Discussion:**

The AI is a review of impediments to fair housing choice in the public and private sector. The AI involves:

- A comprehensive review of State or Entitlement jurisdiction's laws, regulations, and administrative policies, procedures, and practices;
- An assessment of how those laws, etc. affect the location, availability, and accessibility of housing;
- An assessment of conditions, both public and private, affecting fair housing choice for all protected classes; and
- An assessment of the availability of

affordable, accessible housing in a range of unit sizes. Impediments to fair housing choice are: • Any actions, omissions, or decisions taken because of race, color, religion, sex, disability, familial status, or national origin which restrict housing choices or the availability of housing choices; • Any actions, omissions, or decisions that have the effect of restricting housing choices of the availability of housing choices based on the same. • Availability of housing choices based on the same. Pursuant to the Fair Housing Act, HUD has long directed program participants to undertake an assessment of Fair Housing issues, previously under the Analysis of impediments approach. However, per the Affirmatively Furthering Fair Housing (AFFH) rule, to take the new Assessment of Fair Housing Approach. During 2022-23, the City has begun and shall continue the process of reanalyzing its fair housing action plan based on the new requirements.

DRAFT

## AP-85 Other Actions – 91.220(k)

### Introduction:

Following is a summary of critical components of 'other' necessary actions for the upcoming Consolidated Plan year, including how the City plans to overcome obstacles to meeting underserved needs, create plans to foster and maintain affordable housing, plans to reduce lead based paint hazards, to reduce the number of poverty-level families, develop institutional structure, and actions planned to enhance coordination between public and private housing and social service agencies.

### Actions planned to address obstacles to meeting underserved needs

The primary obstacle in meeting the needs of the communities underserved (low-income families, seniors, homeless, etc.) is the lack of funding available to local public and private agencies. The economic downturn resulted in a decline in federal funding and the elimination of Redevelopment agencies and the associated tax increment/housing set-aside funding. It has also resulted in a decline in funding donations to local non-profits. This loss in revenue has not been fully overcome; however, staff can take the following actions in efforts to still effectively address the needs of the City's underserved:

- 1) Continue to establish partnerships with other agencies to better prioritize and utilize resources, conduct more detailed research and citizen participation each year to more effectively prioritize the needs of the underserved, seek out additional resources and apply for grants where there are opportunities,
- 2) Formally adjust the programs Objectives and Policies to reflect the updated prioritization, allocate accordingly; even if it means shifting away from what's been historically funded, Create new programs/temporary emergency programs to address urgent issues,
- 3) Work hand in hand with subrecipients to adjust budgets, services, and restructure programs to better fit the needs of the underserved.

### Actions planned to foster and maintain affordable housing

Homeownership opportunities for the low-income households was made available through the City's Single Family Residential Acquisition, Rehabilitated, and Resale (SFR-ARR) component of the Neighborhood Stabilization Program. To date, over 91 affordable single-family units were rehabilitated for qualified lower-income families. The City of Moreno Valley's affordable housing portfolio includes 29 different multi-family rental activities expected to provide 1,643 low and moderate-income families with affordable housing during FY 2021-22. Lastly, through the Housing Authority of the County of Riverside (HACR), the City will also be able to offer its residents affordable housing through the County's Public Housing programs. HACR administers and manages approximately 86 Section 8 properties in Moreno

Valley.

## **Actions planned to reduce lead-based paint hazards**

### **City Housing Programs**

Due to funding cuts, the City had temporarily discontinued three of its consumer loan programs that were impacted by the requirements of lead-based paint disclosure. However, Moreno Valley was able to reinstate the Mobile Home Repair Program and add the Single Family Home Repair program. Habitat for Humanity, Riverside applied for and has been contracted to administer these HOME funded program. All homeowners participating in this grant program receive a copy of the "Protect Your Family from Lead in Your Home," a lead-based paint disclosure booklet, and are asked to sign an acknowledgment that is included in the loan application. If the unit was constructed after 1978, an exemption form is prepared and placed to file. If the home was constructed prior to 1978, Envirocare Consulting, Inc. is subcontracted to provide a lead-based paint inspection and risk assessment of the property. If the property is found to contain lead-based paint, mitigation measures are incorporated as a part of the revitalization work.

### **Countywide Lead Hazard Control Program**

While the City of Moreno Valley does not currently have a stand-alone lead prevention program, the City will continue to work closely with the County of Riverside to address these issues. The County has adopted a regional strategy to control lead hazards. The County's strategy thoroughly spells out the control methods used once lead based paint hazards have been identified. It also describes its typical public outreach efforts which include: the distribution of bilingual educational brochures, public presentations, informational booths at the mall and community events, immunization clinics, testing within Target Areas, use of public media for outreach, as well as a 'Free Testing Program.'

## **Actions planned to reduce the number of poverty-level families**

The City plans to utilize the following programs to reduce poverty among its population:

1. City CDBG Public Service Programs, City Emergency Solutions Grant (ESG) Programs; County Public Housing Programs, County ESG Program, County Family-Self Sufficiency Program (FSS), Local Service Providers, CalWORKs program, Riverside County Economic Development Agency & Workforce Development Center, Riverside County Department of Public Social Services and Mental Health and Public Health.

The City has established several goals to reduce poverty among its population:

1. Economic Development and Job Creation/Retention. The City's Business and Employment Resource Center (ERC) partners with Riverside County Workforce Development to provide a one-stop job resource

center that includes computer/internet access, resume preparation, employment information workshops, a resource library, and veteran's employment services. The City began a job training program in 2007 to train youth (18-22 years old) in the manufacturing and logistic industry. The provision of the job training is seen as a critical component to encouraging economic self-sufficiency. In 2021, the ERC was upgraded to a full-service America's Job Center of California (AJCC) office. During the term of the Consolidated Plan it is anticipated that employment training opportunities will be expanded to include adults from older age groups.

2. Housing Programs. The City plans to offer programs in its strategy to produce and preserve affordable housing. The implementation of City programs including the Solar-Energy Assistance Program and the Mobile Home and Single Family Home Repair Programs will assist in maintaining livable conditions for lower income persons. In addition, the City will continue to partner with Community Housing Development Organization (CHDO) such as Mary Erickson Housing Corporation (MEHC). Mary Erickson Housing Corporation will assist in the development of new single-family houses for very low-income persons. The partnership with MEHC will be utilized to continue acquisition and rehabilitation of affordable rental housing units for low and very low-income households. The development of additional senior housing is also anticipated during the term of the Strategic Plan. The City will also continue to explore relationships with for profit and non-profit and non-profit housing developers to increase the supply of affordable multi-family housing units.

3. Public Service Providers. The City will continue to provide grant funding to various public service providers to assist low income individuals and households, special needs populations, and the homeless population with access to critical services. These programs provide City residents opportunities to utilize programs at little or no cost, thereby reducing financial burdens.

4. Coordination Efforts. The City's goal is to continue to collaborate with governmental and other social service agencies to assure the effective delivery of such services to low-income individuals. One example is the Riverside County Continuum of Care. The Continuum of Care group consists of several local non-profit agencies along with governmental agencies, such as the City of Moreno Valley, who meet periodically to share information, coordinate efforts to assist homeless persons and plan future activities. While the City's ability to directly reduce the number of households with incomes below the poverty line is limited, by utilizing multiple programs and working with county, private and non-profit agencies, the City will endeavor to reduce the number of households with incomes below the poverty line.

### **Actions planned to develop institutional structure**

The City of Moreno Valley benefits from a solid institutional structure and relationships with various local public and private agencies. In FY 2022-23, City representative plans to collaborate with various agencies to administer its programs. The City will continue to work at strengthening its dialogue with Riverside County agencies such as the Departments of Mental Health and Public Social Services,

specifically to address regional homeless issues, therefore, staff will continue to serve on the Continuum of Care Consortium which provides opportunities to work with local public and non-profit agencies. The City will maintain open dialogue with the Riverside County Housing Authority and focus on the use of resident initiatives in public housing. The City helped form a Non-Profit Coalition in efforts to increase collaboration amongst service providers and better meet the needs of the community and shall continue to support their efforts. The City will remain a member of the March Joint Powers Authority, created for the repurposing of the March Air Reserve Base. Additionally, the City will continue to coordinate with all the local Chambers of Commerce, as well as administer the Business Roundtables, and Nonprofit Roundtables which encourages communication with professionals from a variety of industries including health care, transportation, education, and other local businesses.

### **Actions planned to enhance coordination between public and private housing and social service agencies**

The City's goal is to continue to establish collaborative relationships between governmental and social service agencies to assure the effective delivery of services to low-income individuals by maintaining open communication with sub-recipients and other consolidated planning partners; Utilizing technology to share, distribute information, foster and maintain constant contact with community planning partners; and Recommending and participating in committees aimed at filling gaps where they exist.

#### **Discussion:**

Each of the issues listed above have also been addressed in greater detail within the City's 2018-2023 Consolidated Plan to provide strategies for addressing housing, homelessness, special needs and community and economic development activities in the City.



## Program Specific Requirements

### AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

#### Introduction:

#### Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

- 1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed 0
- 2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan. 0
- 3. The amount of surplus funds from urban renewal settlements 0
- 4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan 0
- 5. The amount of income from float-funded activities 0
- Total Program Income:** 0

#### Other CDBG Requirements

- 1. The amount of urgent need activities 0
- 2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan. For years 2018 through 2022 the estimated percentage is: 70.00%

#### HOME Investment Partnership Program (HOME) Reference 24 CFR 91.220(I)(2)

- 1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

Not applicable. The City does not plan to use HOME funding for activities other than those

spelled out in 24 CFR 92.205.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

The City normally engages in HOME funded rehabilitation and rental activities not homebuyer activities. However, when homeownership programs were developed under the NSP 3 program, leveraged with HOME, the City ensured that Resale or Recapture Requirements were integrated directly into the Affordable Housing Agreement with the development partner. The requirements were delineated within the Conditions, Covenants, and Restrictions (CC&R) in detail and in accordance with 92.254.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

The City does not plan to engage in HOME funded acquisition of single family units as described in 24 CFR 92.254(a)(4); however, if acquisition activities were to develop, the City would need to ensure that the Resale or Recapture requirement as listed in the HUD CPD Notice 12-003 (issued in January 2012) and the HOME Final Rule are applied.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

The City has no plans to refinance existing debt secured by multifamily housing rehabilitated with HOME funds during the upcoming program year FY 2021-2022.

**Emergency Solutions Grant (ESG)  
Reference 91.220(l)(4)**

1. Include written standards for providing ESG assistance (may include as attachment)

Include written standards for providing ESG assistance (may include as attachment)

The City of Moreno Valley has been coordinating with members of the County's Continuum of Care to create consistent written standards that would be effective regionally. The standards have been completed. Per grant requirements, the ESG standards include:

1. Standard policies and procedures for evaluating individuals for evaluating individuals and family's eligibility for assistance under ESG
  2. Policies and procedures for determining and prioritizing which eligible families and individuals will receive homelessness prevention assistance and which eligible families and individuals will receive rapid re-housing assistance
  3. Policies and procedures for coordination among emergency shelter providers, essential service providers, homelessness prevention and rapid re-housing assistance providers and mainstream service and housing providers
  4. Standards for determining the share of rent and utilities cost that each program participant must pay, if any, while receiving homeless prevention and rapid re-housing assistance
  5. Standards for determining how long a program participant will be provided with rental assistance and whether the amount of that assistance will adjust over time
  6. Standards for determining the type, amount, and duration of housing stabilization and/or relocation services to provide a program participant, including the limits, if any, on the homelessness prevention or rapid re-housing assistance that each program participant may receive, such as the maximum amount of assistance, maximum number of months the program participant receives assistance, or the maximum number of times the program participant may receive assistance.
2. If the Continuum of Care has established centralized or coordinated assessment system that meets HUD requirements, describe that centralized or coordinated assessment system.

The McKinney-Veto Homeless Assistance Act requires that communities operate a Continuum of Care (CoC) program designed to assist homeless persons with housing and/or services with the goal of long term stability. Riverside County's Department of Public Social Services (DPSS) has been the lead agency in coordinating the areas CoC including securing membership and ensuring that CoC's

various legal responsibilities are met. Current members include the County, various entitlement cities, non-profit/service providers, homeless persons, and members of the public. As a collaborative, the group must assess the needs of the areas homeless and affordable housing needs then develop a regional plan to address them. They also promote a community-wide commitment to ending homelessness, provide for funding for local efforts to address homelessness, and promote effective use of mainstream programs, including designing and operating a software system called the Homeless Management Information System (HMIS) intended to minimize duplication of services.

Due to changing demographics, Moreno Valley is now a direct recipient of ESG entitlement funding. Upon notification of award, the City understood that CoC Consultation was an ESG grant requirement. To comply, Moreno Valley consults with the CoC by sharing ESG funding recommendations issued at the City level and requesting feedback from the full CoC membership. For the ESG activities proposed within the 2022-23 Action Plan, staff forwarded the CoC a summary of all applications along with Council recommendations and requesting CoC members provide feedback via e-mail. Although no comments were received, the City was prepared to take the feedback into consideration. When ESG was first awarded to the City by HUD, the City and County met with HUD representatives to discuss the mandatory ESG consultation requirements. One of the HUD recommendations from that meeting that is still in effect today are 'ESG Coordination Meetings' held between the County, City of Moreno Valley, and the City of Riverside. The group's initial goal was to align their respective ESG standards and processes. This has been completed. The group continues to meet on a quarterly basis to share program information and discuss best practices.

3. Identify the process for making sub-awards and describe how the ESG allocation available to private nonprofit organizations (including community and faith-based organizations).

The ESG sub-awards proposed as part of this 2022-23 Action Plan were selected via the standard annual application process along with the City's CDBG and HOME programs. The City's competitive process includes required public notifications and issuance of a Notice of Funding Availability (NOFA). In efforts to reach as many applicants as possible the City advertised in local publication of general circulation, online, via social media, and through e-mail blasts to interested parties. Moreno Valley also offered an on-line application workshop aimed at providing program information and application assistance. Applications were due January 31, 2022. The efforts resulted in the City receiving two (2) ESG applications requesting a total \$210,584. As part of the application process, in preparation of the Action Plan, the City contracted a third party to collaborate with City Staff as the Technical Review Committee for review of the ESG applications. Each application was reviewed two times, once for completeness and HUD eligibility and once for completion of the City's formal evaluation form. Return applicant's prior performance in terms of meeting their established goals, expenditure and administrative requirements were evaluated with the input of City's grant management staff. The Technical Review Committee's preliminary recommendations were

presented to the City Council at a Public Hearing held on April 19, 2022. In line with the City's policies and objectives, the final project selections shall be made by the City Council via final Public Hearings. The Council and the Public reviewed proposed activities via a Public Hearing held on May 3, 2022 and approved the Action Plan.

4. If the jurisdiction is unable to meet the homeless participation requirement in 24 CFR 576.405(a), the jurisdiction must specify its plan for reaching out to and consulting with homeless or formerly homeless individuals in considering policies and funding decisions regarding facilities and services funded under ESG.

The homeless requirements under 24 CFR 576.405(a) and 91.220 (1)(4) (iv) indicates that the City's policy making entity must have at least one homeless or formerly homeless individual on its panel. The City contends that it has met the homeless participation requirement via the consultation process with the CoC. The CoC has a member who is formally homeless and an active participant.

5. Describe performance standards for evaluating ESG.  
The City shall work with the one (1) ESG subrecipient to form the appropriate performance standards customized for the specific ESG activity being carried out. These agreed upon standards will need to be consistent with ESG regulations, City's 2018-2023 Consolidated Plan, and the adopted ESG written standards. The ESG performance standards shall be included in the subrecipient's 2022-23 grant agreement. Because ESG is a newer program for Moreno Valley, the City fully expects that the performance standards will evolve over time. For now, the City shall continue to consult with the CoC members to discuss the ESG program including performance standards.





# City of Moreno Valley

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)  
HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME)  
EMERGENCY SOLUTIONS GRANTS PROGRAM (ESG)**

**FISCAL YEAR 2022/2023**

**APPLICATION REVIEW  
AND  
FUNDING RECOMMENDATION**

**Public Hearing  
May 3, 2022**

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Attachment: Moreno Valley Grant Funding Recommendation Booklet 2022-23 (5755 : PUBLIC HEARING TO APPROVE ANNUAL ACTION PLAN-

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Attachment: Moreno Valley Grant Funding Recommendation Booklet 2022-23 (5755 : PUBLIC HEARING TO APPROVE ANNUAL ACTION PLAN-



## I. OVERVIEW

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Historically, the City of Moreno Valley (the “City”) has received federal funding on an annual basis from the Department of Housing and Urban Development (HUD) for two formula block grant programs: Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME). Since Program Year 2013/14, the City has become a direct recipient of Emergency Solutions Grants Program (ESG) funds.

Descriptions of each formula block program (HOME, ESG and CDBG) can be found in Sections II, III, and IV of this report.

The following subsections provide an overview of the Five-Year Consolidated Plan, The Citizen Participation Plan, The Annual Action Plan, Objectives and Policies, and the Fiscal Year (FY) 2022/23 Application Process and Review.

### The Five-Year Consolidated Plan

Every five years, the City of Moreno Valley prepares a Five-Year Consolidated Plan (ConPlan), which describes community needs, resources, priorities, and proposed activities to be undertaken under certain HUD programs, including, HOME, ESG and CDBG that benefit low and moderate-income households and neighborhoods.

The ConPlan for Fiscal Years 2018/19 through 2022/23, outlines the following goals and strategies:

- Substandard Housing Strategy
- Homelessness Strategy
- Public Facilities and Improvements Strategy
- Public Services Program Strategy
- Housing Discrimination Strategy
- Economic Development Strategy
- Planning and Administration Strategy

### The Citizen Participation Plan

The City has developed a Citizen Participation Plan (CPP) as a part of the ConPlan that sets forth the policies and procedures to encourage citizen's participation in the HOME, ESG and CDBG Program planning and implementation processes. This CPP provides the method and process by which the City will encourage citizen participation in the development of its ConPlan.

A copy of the City's Citizen Participation Plan is available for inspection at the Financial & Management Services Department during normal business hours.

### The Annual Action Plan

Each year in May, the City of Moreno Valley is required to submit an update to the ConPlan to HUD, referred to as an Annual Action Plan (AAP). The AAP outlines the specific steps that will be taken during the year to address both the community development and housing priorities of the ConPlan. The AAP identifies how the HOME, ESG and CDBG Program funds will be utilized to provide programs and projects that benefit low and moderate-income households and neighborhoods.

A copy of the City's AAP for prior program years is available for inspection at the Financial & Management Services Department during normal business hours and is available on the City's website at [www.moval.org](http://www.moval.org).

### FY 2022/23 Proposed HOME, ESG and CDBG Objectives and Policies

The City's Objectives for the HOME, ESG and CDBG programs are summarized below (*listed alphabetically*) and additional detail can be found in the application booklet:

- Capital Improvement Activities
- Economic Development Activities
- Health, Safety, and Public Welfare Activities
- Historic Preservation Activities
- Homeless/Homeless Prevention Activities
- Housing and Neighborhood Improvement Activities
- Public Service Activities
  1. Basic Needs Related to Social Services Programs (such as but not limited to emergency food, shelter (homelessness), and utility assistance)
  2. Community Public Safety Programs
  3. Programs offering Low-Cost Transportation
  4. Employment Services/Programs and Job (Skills) Training
  5. Free/Low-Cost programs for School-Aged Youth
  6. Fair Housing Activities
- Slum or Blight Activities

## **FY 2022/23 Application Process and Review**

On December 16, 2021, the City published Notice of Funding Availability (NOFA) for Fiscal Year 2022/23 Application for Funding for HOME, ESG and CDBG. According to the application guidelines, interested parties were informed to submit their completed applications by January 31, 2022, 5:00 pm. Programs and projects seeking funding from the City of Moreno Valley must address one or more of the Community Development Priorities set forth in the Five-Year Consolidated Plan, in addition to meeting all other conditions as summarized in the application booklet. A copy of the application booklet which provided additional information on the City's objectives and policies was made available on the City's website.

The City received eighteen (18) eligible applications requesting a total \$3,631,929. This report does not include information from any applications that were incomplete, withdrawn and/or deemed ineligible.

As part of the application process in preparation of the One-Year Action Plan, the City has contracted Willdan Financial Services ("Willdan") to collaborate with City Staff and Officials, as the Technical Review Committee for the HOME, ESG and CDBG application proposals.

The Technical Review Committee's preliminary recommendations will be presented at a Public Hearing scheduled on April 19, 2022. At this meeting, the City of Moreno Valley City Council will review and consider the proposed project selections. In line with the City's policies and objectives and the Citizen's Participation Plan, the final project selections will be made by the City Council via Public Hearing on May 3, 2022. The Annual Action Plan is scheduled to be submitted to HUD at least 45 days before the beginning of the program year.

The following subsequent sections of this report contain the current proposed project selections for FY 2022/23.

## II. Home Investment Partnerships Program (HOME) - \$669,754

### Grant Purpose

The Home Investment Partnerships Program was established by the Title II of the Cranston-Gonzalez National Affordable Housing Act. The objectives of the HOME Program include:

- Expanding the supply of decent and affordable housing; primarily rental housing.
- Strengthening the ability of state and local government to provide adequate supplies of decent, affordable housing.
- Providing financial and technical assistance to participating jurisdictions, including the development of model programs for affordable low-income housing.
- Extending partnerships among all levels of government and the private sector, including for-profit and non-profit organizations, in the production and operation of affordable housing.

### Funding

Estimated Fiscal Year 2022/2023 Allocation	HOME
Planning and Administration Cap (10% of annual grant)	\$66,975
Mandatory CHDO set-aside (15% of annual grant)	\$100,464
Available for Other Activities	\$502,315
<b>TOTAL Approved Allocation*</b>	<b>\$669,754</b>
TOTAL Estimated Uncommitted Prior Year HOME Funds	\$0
<b>TOTAL Estimated Available for Funding</b>	<b>\$669,754</b>

\* Estimated HOME allocation for Fiscal Year 2022/23

### Applications

The City received one (1) HOME applications requesting a total of \$415,000 in HOME funding, leaving uncommitted HOME funds of \$87,315.

### Recommendations

Applications were evaluated according to the required criteria.

City of Moreno Valley  
Fiscal Year 2022/23  
Application Review  
HOME Investment Partnerships Program (HOME)

App. No.	Applicant	Program	Funding	Funding Type	City Priority	FY 21-22 Funding	Funding Requested FY 22-23	Funding Recommended FY 22-23
N/A	The City of Moreno Valley	Planning and Administration	HOME	HOME	N/A	\$66,975	\$66,975	\$66,975
1	Habitat for Humanity Riverside	Critical Home Repair (CHR)	HOME	HOME	Housing and Neighborhood Improvement Activities	\$145,000	\$415,000	\$415,000
<b>Totals</b>						<b>\$211,975</b>	<b>\$481,975</b>	<b>\$481,975</b>

Attachment: Moreno Valley Grant Funding Recommendation Booklet 2022-23 (5755 : PUBLIC HEARING

### III. Emergency Solutions Grants Program (ESG) - \$213,604

#### Grant Purpose

The Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act) amended the McKinney-Vento Homeless Assistance Act, revising the Emergency Shelter Grants Program in significant ways and renaming it the Emergency Solutions Grants Program. The City has received ESG program grant funds for 8 years. The decision to apply the American Community Survey (ACS) data to calculate HUD allocations made Moreno Valley eligible to receive ESG funds.

The ESG program is issued to assist, protect, and improve living conditions for the homeless. The program provides funding to:

- Engage homeless individuals and families living on the street,
- Improve the number and quality of emergency shelters for homeless individuals and families,
- Help operate these shelters and provide essential services to shelter residents,
- Rapidly re-house and provide essential services to shelter residents,
- Prevent families/individuals from becoming homeless and provide essential services to those at risk of homelessness.

#### Funding

Estimated Fiscal Year 2022/2023 Allocation	ESG
Planning and Administration Cap (7.5% of annual grant)	\$13,020
Available for Other Activities	\$160,584
<b>TOTAL Approved Allocation*</b>	<b>\$173,604</b>
TOTAL Estimated Uncommitted Prior Year(s) ESG Funds**	\$40,000
<b>TOTAL Estimated Available for Funding</b>	<b>\$213,604</b>

\* Estimated ESG allocation for Fiscal Year 2022/23

\*\* Estimate is based on prior year uncommitted funds

#### Applications

The City received two (2) ESG applications requesting a total of \$210,584 in ESG funding, exceeding the estimated available for funding by \$50,000.

#### Recommendations

Applications were evaluated according to the required criteria.

**City of Moreno Valley  
Fiscal Year 2022/23  
Application Review  
Emergency Solutions Grants Program (ESG)**

App. No.	Applicant	Program	Funding	Funding Type	City Priority	FY 21-22 Funding	Funding Requested FY 22-23	Funding Recommended FY 22-23
N/A	The City of Moreno Valley	Planning and Administration	ESG	N/A	N/A	\$13,020	\$13,020	\$13,020
2	Lutheran Social Services of Southern California	Homelessness Prevention	ESG	N/A	Homeless/Homeless Prevention Activities	\$0	\$50,000	\$50,000
3	The Salvation Army	Street Outreach	ESG	N/A	Homeless/Homeless Prevention Activities	\$90,000	\$160,584	\$0
<b>Totals</b>						<b>\$103,020</b>	<b>\$223,604</b>	<b>\$63,020</b>

Attachment: Moreno Valley Grant Funding Recommendation Booklet 2022-23 (5755 : PUBLIC HEARING

## IV. Community Development Block Grant (CDBG) - \$2,095,825

### Grant Purpose

The Community Development Block Grant (CDBG) Program is authorized by Title I of the Housing and Community Development Act of 1974, as amended. The primary objective of the CDBG program is to develop viable urban communities by providing decent housing, a suitable living environment, and expanded economic opportunities, principally for persons of low and moderate income.

The CDBG objective is to be achieved in two ways:

First, a grantee can only use funds to assist eligible activities that meet one of three national objectives of the program:

- Benefit low- and moderate-income persons,
- Aid in the prevention or elimination of slums and/or blight,
- Meet community development needs having a particular urgency.

Second, at least 70 percent of funds must be spent (over a period of up to 3 years) for activities that address the national objective of benefiting low and moderate-income persons.

### Funding and Limitations

Estimated Fiscal Year 2022/2023 Allocation	CDBG
Planning and Administration Cap (20% of annual grant)	\$409,165
Public Services Cap (15% of annual grant)	\$306,873
Available for Other Activities (65% of annual grant)	\$1,329,787
<b>TOTAL Approved Allocation *</b>	<b>\$2,045,825</b>
TOTAL Estimated Uncommitted Prior Year(s) CDBG Funds**	\$50,000
<b>TOTAL Estimated Available for Funding</b>	<b>\$2,095,825</b>

\* Estimated CDBG allocation for Fiscal Year 2022/23

\*\* The City may utilize prior-year uncommitted funds towards non-public service activities.



## **CDBG Public Service – Limited to 15%**

The City's Public Service priority ranking as approved by the Council is recapped below:

**Priority 1:** Basic Needs Related Social Services Programs (such as but not limited to emergency food and shelter (homelessness), abused children advocacy, and utility assistance)

**Priority 2:** Community Public Safety Programs

**Priority 3:** Programs offering Low-Cost Transportation

**Priority 4:** Employment Services/Programs and Job (Skills) Training

**Priority 5:** Free/Low-Cost programs for School-Aged Youth

**Priority 6:** Fair Housing Activities

According to the CDBG regulations, the amount of CDBG funds obligated within a program year to support public service activities may not exceed 15% of the annual program allocation. As a result, the City's Public Service projects for program year 2022/23 is limited to **\$306,873**.

There was a total of eleven (11) public service applications received totaling \$420,354 exceeding the estimated available for funding by \$113,481.

**City of Moreno Valley  
Fiscal Year 2022/23  
Application Review  
Community Development Block Grant (CDBG)  
Public Service**

App. No.	Applicant	Program	Funding	Funding Type	City Priority	Public Service Priority	Funding FY 21-22	Funding Requested FY 22-23	Funding Recommended FY 22-23
<b>(1) Public Service - Basic Needs</b>									
4	Family Service Association	Senior Nutrition Program	CDBG	Public Service (Senior Services)	Public Service	(1) Basic Needs (Case Management for Food Program)	\$20,000	\$20,000	\$20,000
5	Operation Safe House, Inc.	Emergency Shelter for Runaway Youth	CDBG	Public Service (Homelessness Services)	Public Service	(1) Basic Needs (Homelessness Services)	\$15,000	\$15,000	\$15,000
6	The Hole In Wall, Inc.	Homeless Services Expansion	CDBG	Public Service (Homelessness Services)	Public Service	(1) Basic Needs (Homelessness Services)	\$0	\$25,000	\$25,000
7	The Salvation Army	Neighborhood Clean Up / Homeless 2 Work Program	CDBG	Public Service	Housing and Neighborhood Improvement Activities	Basic Needs	\$0	\$22,357	\$22,357
<b>(2) Public Service - Community Public Safety Programs</b>									
8	Moreno Valley Police Department	Community Betterment Through CDBG Funding and Problem Oriented Policing	CDBG	Public Service (Crime Awareness/Prevention)	Public Service	(2) Community Public Safety Programs	\$71,192	\$83,370	\$83,370
9	Riverside Area Rape Crisis Center	Safe Communities Project	CDBG	Public Service (Crime Awareness/Prevention)	Public Service	(2) Community Public Safety Programs	\$15,000	\$15,000	\$15,000
<b>(3) Public Service - Low Cost Transportation</b>									
10	Friends of Moreno Valley Senior Center, Inc.	MoVan Senior Transportation Program	CDBG	Public Service (Senior Services)	Public Service	(3) Low-Cost Transportation	\$60,000	\$70,000	\$70,000
<b>(4) Public Service - Employment Services/Programs and Job (Skills) Training</b>									

\* Any additional Funding not to exceed amount requested

Attachment: Moreno Valley Grant Funding Recommendation Booklet 2022-23 (5755 : PUBLIC HEARING

App. No.	Applicant	Program	Funding	Funding Type	City Priority	Public Service Priority	Funding FY 21-22	Funding Requested FY 22-23	Funding Recommended FY 22-23
<b>(5) Public Service - Free/Low-Cost Programs for School-Aged Youth</b>									
11	Assistance League of Riverside	Operation School Bell Program	CDBG	Public Service (Youth Services)	Public Service	(5) Free/Low-Cost programs for School-Aged Youth	\$25,000	\$30,000	\$30,000
12	Rising Stars Business Academy	Youth Job Training & Career Development	CDBG	Public Service (Youth Services)	Public Service	(5) Free/Low-Cost programs for School-Aged Youth	\$0	\$41,452	\$41,452
13	Voices for Children	Court Appointed Special Advocate (CASA) Program	CDBG	Public Service (Services for Abused and Neglected Children)	Public Service	(5) Free/Low-Cost programs for School-Aged Youth	\$30,000	\$30,000	\$30,000
<b>(6) Public Service - Fair Housing Activities</b>									
14	Fair Housing Council of Riverside County, Inc	Fair Housing Discrimination and Landlord Tenant Services	CDBG	Public Service (Fair Housing Activities)	Public Service	(6) Fair Housing	\$66,225	\$68,175	\$68,175
<b>Subtotal Public Service Activities</b>							<b>\$302,417</b>	<b>\$420,354</b>	<b>\$302,417</b>

\* Any additional Funding not to exceed amount requested

Attachment: Moreno Valley Grant Funding Recommendation Booklet 2022-23 (5755 : PUBLIC HEARING

**CDBG Other Activities - 65% (Remaining Allocation)**

After taking into account the limitations for CDBG Administration and Public Service Activities, the remaining allocation available to fund other activities was \$1,379,787, including \$50,000.00 of uncommitted prior year CDBG funds. There was a total of four (4) applications received for other activities, totaling \$2,585,992. The total requests exceeded the Fiscal Year 2022/23 estimated available for funding by over \$1,206,205.

**City of Moreno Valley  
Fiscal Year 2022/23  
Application Review  
Community Development Block Grant (CDBG)  
Other-65% Funding**

App. No.	Applicant	Program	Funding	Funding Type	City Priority	FY 21-22 Funding	Funding Requested FY 22-23	Funding Recommended FY 22-23
<b>Housing and Neighborhood Improvement Activities</b>								
15	GRID Alternatives Inland Empire	City of MV Low-Income Solar Energy Assistance Program	CDBG	Rehabilitation: Single Unit Residential	Housing and Neighborhood Improvement Activities	\$100,000	\$100,000	\$100,000
<b>Capital Improvements</b>								
16	City of Moreno Valley - Capital Projects Division	Pavement Rehab for Various Local Streets (CDBG FY 22-23)	CDBG	Public Facilities and Improvements	Capital Improvements	\$1,765,185	\$1,730,000	\$1,279,786
<b>Health, Safety, and Public Welfare</b>								
17	Mary Erickson Community Housing	Victory Home Sober Live-In Housing	CDBG	Health, Safety, and Public Welfare	Health, Safety, and Public Welfare	\$0	\$726,500	\$0
18	Kingdom Way Center, Inc.	Community Assist Program with Mental Health	CDBG	Health, Safety, and Public Welfare	Health, Safety, and Public Welfare	\$0	\$29,491	\$0
<b>Subtotal Other CDBG Activities</b>						<b>\$1,865,185</b>	<b>\$2,585,991</b>	<b>\$1,379,786</b>
<b>Program Administration</b>								
N/A	The City of Moreno Valley	Planning and Administration	CDBG	Program Administration	N/A	\$403,223	\$409,165	\$409,165
<b>Total CDBG Activities (Public Service, Other, Program Admin)</b>						<b>\$2,570,825</b>	<b>\$3,415,510</b>	<b>\$2,095,825</b>

\* Any additional Funding not to exceed amount requested

Attachment: Moreno Valley Grant Funding Recommendation Booklet 2022-23 (5755 : PUBLIC HEARING

## V. Fiscal Year 2022/23 Applicants Program Descriptions

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Applicant's Program Descriptions for each application, as submitted by the applicants, can be found in the subsequent pages.

**City of Moreno Valley**  
Fiscal Year 2022/23  
HOME Investment Partnerships Program (HOME)  
Applicant Program Description

**Application Number:** 1  
**Funding:** HOME

**Applicant:** Habitat for Humanity Riverside (HFHR)  
**Program:** Critical Home Repair (CHR)

FY 22/23 Recommended Funding: **\$415,000**

Requested Funding Amount: **\$415,000**  
Total # Person/Unit Served: 80 Persons / 20 Units  
MV # Person/Unit Served: 80 Persons / 20 Units  
Funding per Person/Unit Served: \$5,187.50 per person / \$20,750 per unit

**Program Description:**

The Critical Home Repair program (CHR) is a one-time home preservation service that offers interior and exterior repairs designed to assist homeowners living in a single family home or mobile home secured to the permanent foundation as their primary residence within the City limit of Moreno Valley. The interior repairs consist of electrical, plumbing, flooring, wall repairs, kitchen repairs, termite work, air conditioning, insulation, bath repairs, heating and furnaces, ceiling repairs, etc. The exterior maintenance includes replacement or repairs of roofing, house trims, siding, awnings, steps, entrance, door, windows, porch deck, handicap access ramps, weatherization, tree removal, and any other maintenance to ensure health, safety and code enforcement compliance. The program will assist twenty (20) households in the low to moderate income range (no more than 80% of the annual median income) for the needed repairs.

**City of Moreno Valley**  
 Fiscal Year 2022/23  
 Emergency Solutions Grants Program (ESG)  
 Applicant Program Description

**Application Number:** 2  
**Funding:** ESG

**Applicant:** Lutheran Social Services of Southern California (LSSSC)  
**Program:** Homelessness Prevention

FY 22/23 Recommended Funding: **\$50,000**

Requested Funding Amount: **\$50,000**  
 Total # Person Served: 15  
 MV # Person Served: 15  
 Funding per MV Person Served: \$3,333.33

ESG Component	Budget	Individuals to be Served
Street Outreach		
Rapid Rehousing		
Homelessness Prevention	\$50,000	15
Emergency Shelter		
<b>Total</b>	<b>\$50,000</b>	<b>15</b>

**Program Description:**

LSSSC will provide 15 low-and moderate-income Moreno Valley households at eminent risk of losing their housing, with short-term financial assistance to cover their rent/mortgage (at fair market rate) and utilities (including arrears). Through this effort, LSSSC will quickly assess vulnerable households for eligibility and critical needs. Qualified households must demonstrate low-income status and risk of becoming homeless due to their inability to pay rent/mortgage. LSSSC will then quickly assist qualified households with short-term financial assistance to pay rent/mortgage.

The efforts will quickly stabilize these households. LSSSC will offer basic level of case management and supportive services with a tailored action plan to ensure that these households maintain self-sufficiency after services are completed. Some supportive services will include landlord-client mediation to prevent evictions, linkage to resources, life skills training, and financial education. Our partners will include the Coordinated Entry System; City of Moreno Valley; local churches, volunteers, and landlords.



**City of Moreno Valley**  
 Fiscal Year 2022/23  
 Emergency Solutions Grants Program (ESG)  
 Applicant Program Description

**Application Number:** 3  
**Funding:** ESG

**Applicant:** The Salvation Army  
**Program:** Street Outreach

FY 22/23 Recommended Funding: **\$0**

Requested Funding Amount: **\$160,584**  
 Total # Person Served: 50  
 MV # Person Served: 50  
 Funding per MV Person Served: \$3,211.68

ESG Component	Budget	Individuals to be Served
Street Outreach	\$160,584	50
Rapid Rehousing		
Homelessness Prevention		
Emergency Shelter		
HMIS		
<b>Total</b>	<b>\$160,584</b>	<b>50</b>

Program Description:

The project involves weekly outreach, performed by a full-time Outreach Coordinator, to unsheltered homeless persons on the streets and in local homeless encampments, with the objective of building relationships with those individuals and providing connections to available resources. Engagement will include the offering/provision of essential items, including food and hygiene kits. Case management will be provided by a part-time Case Manager, who will develop individualized service plans for homeless clients, with the goal of self-sufficiency. Clients will be connected to resources necessary for employment, housing, and other services in partnership with other local providers. Transportation assistance will also be provided. The program will be supervised by The Salvation Army's Riverside/Moreno Valley Social Services Director.

Attachment: Moreno Valley Grant Funding Recommendation Booklet 2022-23 (5755 : PUBLIC HEARING TO APPROVE ANNUAL ACTION PLAN-

**City of Moreno Valley**  
Fiscal Year 2022/23  
Community Development Block Grant (CDBG)  
Applicant Program Description

**Application Number:** 4  
**Funding:** CDBG

**Applicant:** Family Service Association (FSA)  
**Program:** Senior Nutrition Program

Funding Type: Public Service (Senior Services)  
City Objective: Public Service  
Public Service Priority: (1) Basic Needs (Case Management for Food Program)

FY 22/23 Recommended Funding: **\$20,000**

Requested Funding Amount: **\$20,000**  
Total # Person Served: 430  
MV # Person Served: 430  
Funding per MV Person Served: \$46.51

**Program Description:**

FSA’s Senior Nutrition Program provides seniors with one nutritionally balanced meal Monday- Friday. The meals are provided to seniors 62 years of age and older in a group setting at the City of Moreno Valley Senior Center. Meals are also provided through an in-home delivery service to seniors who are unable to the center because of illness, disability, or lack of transportation.

**Attachment: Moreno Valley Grant Funding Recommendation Booklet 2022-23 (5755 : PUBLIC HEARING TO APPROVE ANNUAL ACTION PLAN-**

**City of Moreno Valley**  
Fiscal Year 2022/23  
Community Development Block Grant (CDBG)  
Applicant Program Description

**Application Number:** 5  
**Funding:** CDBG

**Applicant:** Operation Safe House, Inc.  
**Program:** Emergency Shelter for Runaway Youth

**Funding Type:** Public Service (Homelessness Services)  
**City Objective:** Public Service  
**Public Service Priority:** (1) Basic Needs (Homelessness Services)

**FY 22/23 Recommended Funding:** \$15,000

**Requested Funding Amount:** \$15,000  
**Total # Person Served:** 20  
**MV # Person Served:** 20  
**Funding per MV Person Served:** \$750.00

**Program Description:**

Operation SafeHouse was established by two Moreno Valley educators who found there was nowhere for runaway, homeless or other youth in crisis to go. Since 1990, Operation SafeHouse has provided these essential services in Riverside County for youth under the age of 18. Since 2000, collaboration with the City of Moreno Valley allows the use of the City of Moreno Valley Police Department to transport youth to the shelter, provide onsite school programs that serve 1,300 Moreno Valley Middle and High school students annually. Additionally, Operation SafeHouse is a member of the Citywide Coalition. CDBG funds will be used to provide direct services to a minimum of 20 City of Moreno Valley youth who enter our emergency shelter. About 95% of these Moreno Valley youth will exit into a safe and stable environment.

Attachment: Moreno Valley Grant Funding Recommendation Booklet 2022-23 (5755 : PUBLIC HEARING TO APPROVE ANNUAL ACTION PLAN-

**City of Moreno Valley**  
 Fiscal Year 2022/23  
 Community Development Block Grant (CDBG)  
 Applicant Program Description

**Application Number:** 6  
**Funding:** CDBG

**Applicant:** The Hole In Wall, Inc.  
**Program:** Homeless Services Expansion

Funding Type: Public Service (Homelessness Services)  
 City Objective: Public Service  
 Public Service Priority: Basic Needs

FY 22/23 Recommended Funding: **\$0**

Requested Funding Amount: **\$25,000**  
 Total # Person Served: 300  
 MV # Person Served: 300  
 Funding per MV Person Served: \$83.33

**Program Description:**

The Hole in Wall Inc. (THIW) seeks to expand its existing facilities in order to:

- Ensure sustainability and growth by working with experienced consultants, who have donated much of their time, to make sure we use best practices and secure more funding.
- Expand services and meeting times to address the growing needs among the homeless community by at least 35%.

THIW's ongoing impact for the entire community is that clients are not becoming negative and disproportionate outcomes. Its program reduces the number of ethnic minorities who are homeless, victims of crime, mentally ill, addicted, and unable to access service.

THIW is serving a diverse homeless population that identify with multiple minority demographics, such as, veteran, bipoc, immigrant, and substance use. The individuals THIW is honored to help are:

- the youngest was only 18 and the oldest was 70
- 42% are African American
- 21% Hispanic
- 33% have a disability
- The majority have been a victim of violent crime
- 100% are extremely poor, most are magnitudes of degrees below the U.S. poverty line

Last year THIW observed an increase in the homeless population and a dramatic increased need for services. This funding will help THIW accommodate 35% more homeless individuals with resources and address the disproportionately high number of minority homeless in our community. THIW provided 2,300 services and averaged 50 unduplicated clients monthly – expansion will be serving 80 clients monthly and nearly 4,000 services.

**City of Moreno Valley**  
Fiscal Year 2022/23  
Community Development Block Grant (CDBG)  
Applicant Program Description

**Application Number:** 7  
**Funding:** CDBG

**Applicant:** The Salvation Army  
**Program:** Neighborhood Clean Up / Homeless 2 Work Program

Funding Type: Housing and Neighborhood Improvement Activities  
City Objective: Public Service  
Public Service Priority: Basic Needs

FY 22/23 Recommended Funding: **\$0**

Requested Funding Amount: **\$22,357**  
Total # Person Served: 35,000  
MV # Person Served: 35,000  
Funding per MV Person Served: \$0.64

**Program Description:**

The goal of this program is to provide trash clean up services only in the Low/Mod census tract areas of the City. This will be accomplished by hiring homeless individuals to conduct cleanup. The Salvation Army will provide transportation and supervision to the employees it hires to perform the cleanup. A minimum of 90 days of cleanup will occur throughout the year.

**City of Moreno Valley**  
Fiscal Year 2022/23  
Community Development Block Grant (CDBG)  
Applicant Program Description

**Application Number:** 8  
**Funding:** CDBG

**Applicant:** Moreno Valley Police Department  
**Program:** Community Betterment Through CDBG Funding and Problem Oriented Policing

Funding Type: Public Service (Crime Awareness/Prevention)  
City Objective: Public Service  
Public Service Priority: (2) Community Public Safety Programs

FY 22/23 Recommended Funding: **\$58,699**

Requested Funding Amount: **\$83,370**  
Total # Person Served: 10,000  
MV # Person Served: 10,000  
Funding per MV Person Served: \$8.34

**Program Description:**

The CDBG grant funds will be used to provide added enforcement support through overtime hours worked in the CDBG target area. The overall purpose is to reduce crime within the areas, remove blighted conditions, and improve quality of life for the community. The officers will acquaint themselves with the apartment managers and residents and will work closely with them to forge improved relations and reduce crime. Furthermore, funding will used for overtime to provide training for the Citizens Patrol and Volunteer/Explorer Programs.

**City of Moreno Valley**  
Fiscal Year 2022/23  
Community Development Block Grant (CDBG)  
Applicant Program Description

**Application Number:** 9  
**Requested Funding:** CDBG

**Applicant:** Riverside Area Rape Crisis Center  
**Program:** Safe Communities Project

**Funding Type:** Public Service (Crime Awareness/Prevention)  
**City Objective:** Public Service  
**Public Service Priority:** (2) Community Public Safety Programs

**FY 22/23 Recommended Funding:** \$15,000

**Requested Funding Amount:** \$15,000  
**Total # Person Served:** 23,725  
**MV # Person Served:** 23,725  
**Funding per MV Person Served:** \$0.63

**Program Description:**

Riveride Area Rape Crises Center (RARCC) Safe Communities Project is a community outreach program to promote health and wellness within families and eliminate the prevalence of gender-based violence in low-to-moderate income communities. Program delivery will be accomplished through community-based workshops and presentations at Moreno Valley partner sites and an adapted hybrid format RARCC designed due to the pandemic. It will remain permanently to expand its reach to those who face barriers to accessing services. The proposed program has been expanded from an in-school model to community-based and virtual to serve youth, parents, and community members. Program objectives have additionally been expanded to include gender-based violence prevention, family resiliency, and the ending of generational cycles of trauma.

**City of Moreno Valley**  
 Fiscal Year 2022/23  
 Community Development Block Grant (CDBG)  
 Applicant Program Description

**Application Number:** 10  
**Requested Funding:** CDBG

**Applicant:** Friends of Moreno Valley Senior Center, Inc.  
**Program:** MoVan Senior Transportation Program

Funding Type: Public Service (Senior Services)  
 City Objective: Public Service  
 Public Service Priority: (3) Low-Cost Transportation

FY 22/23 Recommended Funding: **\$70,000**

Requested Funding Amount: **\$70,000**  
 Total # Person Served: 146  
 MV # Person Served: 146  
 Funding per MV Person Served: \$479.45

**Program Description:**

MoVan is a transportation van for twelve passengers plus 2 wheelchairs, provided Monday through Friday, 8:15 a.m-4:45 p.m. The MoVan is a safe, convenient form of transit service specially designed to meet mobility needs of Moreno Valley seniors 60 years or older and disabled adult residents. MoVan transports curb-to-curb to our Senior Community Center as well as to medical/dental/optical appointments, grocery shopping, food distribution pickups and professional service appointments. MoVan provides this at a low cost of \$1.00 for one-way trips, \$2.50 outside the city limits, all within a 20-mile radius. No one is turned away due to inability to pay.

The requested funds are used to pay the third-party transit company who is responsible for securing the drivers, dispatch service, fuel, maintenance, permit fees and insurance at an all-inclusive rate of \$80.56/hour. This rate increased by 4.50% due to today's rising costs.



**City of Moreno Valley**  
 Fiscal Year 2022/23  
 Community Development Block Grant (CDBG)  
 Applicant Program Description

**Application Number:** 11  
**Funding:** CDBG

**Applicant:** Assistance League of Riverside  
**Program:** Operation School Bell Program

Funding Type: Public Service (Youth Services)  
 City Objective: Public Service  
 Public Service Priority: (5) Free/Low-Cost programs for School-Aged Youth

FY 22/23 Recommended Funding: **\$30,000**

Requested Funding Amount: **\$30,000**  
 Total # Person Served: 1,650  
 MV # Person Served: 330  
 Funding per MV Person Served: \$90.91

**Program Description:**

Operating since 1967, Operation School Bell is a program provided to elementary, middle, and high school students with a goal of assisting them in removing barriers to learning. The program provides new school clothes and dental kits to homeless and economically disadvantaged children. Through collaboration with eight school districts, we get referrals for students who need our program. Approximately one-fifth of these students (about 330) come from Moreno Valley. Referred students are assigned a specific date and time to come to a local JCPenney store (one of which is in Moreno Valley). The students are met by Assistance League of Riverside volunteers who guide them regarding what type of purchases they may make (clothes and/or shoes they can wear to school). After the students select their purchases, an Assistance League of Riverside volunteer pays for up to \$150 worth of school clothing.

**City of Moreno Valley**  
 Fiscal Year 2022/23  
 Community Development Block Grant (CDBG)  
 Applicant Program Description

**Application Number:** 12  
**Funding:** CDBG

**Applicant:** Rising Stars Business Academy  
**Program:** Youth Job Training & Career Development

Funding Type: Public Service (Youth Services)  
 City Objective: Public Service  
 Public Service Priority: (5) Free/Low-Cost programs for School-Aged Youth

FY 22/23 Recommended Funding: **\$0**

Requested Funding Amount: **\$41,452**  
 Total # Person Served: 45  
 MV # Person Served: 45  
 Funding per MV Person Served: \$921.16

**Program Description:**

The project will develop new partnerships with local businesses that will commit to hiring students who will be readily equipped to work. The new partnerships will include jobs in IT pathways, customer service jobs, administrative work and logistics. In addition, the project will serve up to 45 youth throughout the year, approximately serving up to 15 in each trimester. The youth will receive certifications in the following areas; Food Handlers Permit, CPR/First Aid certification, and other certifications offered through a partnership with ResCare. The 45 youth will complete a 12-week course, then will be placed into a 40-hour internship where they will apply their skills to hands on work.

**City of Moreno Valley**  
 Fiscal Year 2021/22  
 Community Development Block Grant (CDBG)  
 Applicant Program Description

**Application Number:** 13  
**Requested Funding:** CDBG

**Applicant:** Voices for Children  
**Program:** Court Appointed Special Advocate (CASA) Program

Funding Type: Public Service (Services for Abused and Neglected Children)  
 City Objective: Public Service  
 Public Service Priority: (5) Free/Low-Cost programs for School-Aged Youth

FY 22/23 Recommended Funding: **\$30,000**

Requested Funding Amount: **\$30,000**  
 Total # Person Served: 15  
 MV # Person Served: 15  
 Funding per MV Person Served: \$2,000.00

**Program Description:**

Voices for Children’s Court Appointed Special Advocate (CASA) program will address the needs of abused and neglected City of Moreno Valley youth in foster care by providing them with the comprehensive, individualized advocacy of a CASA volunteer in court and throughout the community. The organizational cost of providing one year of CASA advocacy to a youth in Riverside County is \$2,000. A \$30,000 grant from the City of Moreno Valley CDBG program will enable Voices for Children (VFC) to provide CASA volunteers to fifteen (15) youth from the City of Moreno Valley during fiscal year (FY) 2022-23. On average, CASAs provide youth with 10-15 hours of direct advocacy services per month. This grant would partially fund salaries for the VFC staff Advocacy Supervisors who will manage the CASA volunteers and the cases of grant-funded City of Moreno Valley youth in foster care.

**City of Moreno Valley**  
 Fiscal Year 2022/23  
 Community Development Block Grant (CDBG)  
 Applicant Program Description

**Application Number:** 14  
**Funding:** CDBG

**Applicant:** Fair Housing Council of Riverside County, Inc  
**Program:** Fair Housing Discrimination and Landlord-Tenant Services

Funding Type: Public Service (Fair Housing Activities)  
 City Objective: Public Service  
 Public Service Priority: (6) Fair Housing

FY 22/23 Recommended Funding: **\$68,175**

Requested Funding Amount: **\$68,175**  
 Total # Person Served: 13,100  
 MV # Person Served: 4,050  
 Funding per MV Person Served: \$16.83

**Program Description:**

The Fair Housing Council of Riverside County, Inc. (FHCRC) proposes to offer a full menu of fair housing services which affirmatively address and promote fair housing rights and obligations as defined and articulated under the Federal Fair Housing Act and the California State Law Enactments under the Rumford and Unruh Civil Rights Acts.

FHCRC's Mission is to provide comprehensive services which affirmatively address and promote fair housing (anti-discrimination) rights and further other housing opportunities for all persons without regard to race, color, age, national origin, religion, sex, familial status (presence of children), disability, ancestry, marital status, or other arbitrary factors.

The Mission is accomplished through three component areas under both Anti Discrimination and Landlord/Tenant services. These three components are education, training and technical assistance and enforcement.

Attachment: Moreno Valley Grant Funding Recommendation Booklet 2022-23 (5755 : PUBLIC HEARING TO APPROVE ANNUAL ACTION PLAN-

**City of Moreno Valley**  
Fiscal Year 2022/23  
Community Development Block Grant (CDBG)  
Applicant Program Description

**Application Number:** 15  
**Funding:** CDBG

**Applicant:** GRID Alternatives Inland Empire  
**Program:** City of Moreno Valley Low-Income Solar Energy Assistance Program

**Funding Type:** Rehabilitation: Single Unit Residential  
**City Objective:** Housing and Neighborhood Improvement Activities  
**Public Service Priority:** N/A

FY 22/23 Recommended Funding: **\$100,000**

**Requested Funding Amount:** \$100,000  
**Total # Person/Unit Served:** 40 Persons / 10 Units  
**MV # Person/Unit Served:** 40 Persons / 10 Units  
**Funding per MV Person/Unit Served:** \$2,500.00 per person / \$10,000 per Unit

**Program Description:**

GRID Alternatives Inland Empire will install solar electric systems in Moreno Valley for 10 low-income homeowners earning no more than 80% of AMI. Of the awarded funds, \$50,000 will provide roof repair to make homes “solar ready”. These installations will be facilitated using GRID’s job trainee and volunteer participants. Each solar installation generates “triple bottom line” results: long-term financial benefits for low-income families; hands-on experience for trainees in the rapidly expanding field of solar installation; and environmental benefits by eliminating greenhouse gas emissions.

**City of Moreno Valley**  
 Fiscal Year 2022/23  
 Community Development Block Grant (CDBG)  
 Applicant Program Description

**Application Number:** 16  
**Funding:** CDBG

**Applicant:** City of Moreno Valley - Capital Projects Division  
**Program:** Pavement Rehab for Various Local Streets (CDBG FY 22-23)

Funding Type: Public Facilities and Improvements  
 City Objective: Capital Improvements  
 Public Service Priority: N/A

FY 22/23 Recommended Funding: **\$1,279,786**

Requested Funding Amount: **\$ 1,730,000**  
 Total # Person Served: 9,200  
 MV # Person Served: 9,200  
 Funding per MV Person Served: \$188.04

**Program Description:**

This project will provide pavement rehabilitation for approximately 90 local streets within the City's HUD-CDBG target areas. Pavement rehabilitation consists of the removal of 1.5-inch thick of existing asphalt concrete pavement surface and construction of new asphalt concrete pavement surface of same thickness for streets that are severely distressed. Rehabilitation also includes localized pavement repairs, crack sealing, and application of slurry seal for streets that are less distressed. The project is to improve roadway infrastructure and extend the service life of street pavement while enhancing safety and aesthetic appearance of various communities within HUD CDBG target areas.

**Attachment: Moreno Valley Grant Funding Recommendation Booklet 2022-23 (5755 : PUBLIC HEARING TO APPROVE ANNUAL ACTION PLAN-**

**City of Moreno Valley**  
 Fiscal Year 2022/23  
 Community Development Block Grant (CDBG)  
 Applicant Program Description

**Application Number:** 17  
**Funding:** CDBG

**Applicant:** Mary Erickson Community Housing  
**Program:** Victory Home Sober Live-In Housing

Funding Type: Health, Safety, and Public Welfare  
 City Objective: Health, Safety, and Public Welfare  
 Public Service Priority: N/A

FY 22/23 Recommended Funding: **\$0**

Requested Funding Amount: **\$726,500**  
 Total # Person Served: 26  
 MV # Person Served: 19  
 Funding per MV Person Served: \$38,236.84

**Program Description:**

Mary Erickson Community Housing (MECH) a non-profit affordable housing developer active in Moreno Valley, seeks to address the City's the urgent need for substance abuse recovery housing to help reduce homelessness. Victory Outreach Moreno Valley (VOMV), a faith-based organization, successfully operates an innovative housing and recovery model called Sober Live-In Housing in a more home-like single family residence with 24-hour supervision (no clinical services) for men. MECH proposes to acquire a 5–6-bedroom single family home, rehabilitate with energy efficiency and disaster resiliency, and add in as many extra bedrooms and Accessory Dwelling Units (ADU) as allowable. The Victory Home would be turn-keyed over to VOMV for ownership and operations consistent with the City's CDBG program. A six-bedroom home with one ADU could house 26 residents including two program directors in the ADU. In 12 months, the program could reintroduce 24 men ready to be productive members of society.

**City of Moreno Valley**  
Fiscal Year 2022/23  
Community Development Block Grant (CDBG)  
Applicant Program Description

**Application Number:** 18  
**Requested Funding:** CDBG

**Applicant:** Kingdom Way Center, Inc.  
**Program:** Community Assistance Programs with Mental Health

**Funding Type:** Health, Safety, and Public Welfare  
**City Objective:** Health, Safety, and Public Welfare  
**Public Service Priority:** N/A

FY 22/23 Recommended Funding: **\$0**

**Requested Funding Amount:** \$29,491  
**Total # Person Served:** 32  
**MV # Person Served:** 32  
**Funding per MV Person Served:** \$ 921.59

**Program Description:**

Kingdom Way Center, Inc. (KWCI) partners with National Core Hope through housing program in the Moreno Valley community. KWCI works with management to supply 8 families with surprise birthday parties for children ages 6-12 years old, along with their families and friends to celebrate the coming of age of the children that would otherwise not be able to celebrate because of the other major priorities and responsibilities of the parent(s).