



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**

October 18, 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

Edward A. Delgado, Mayor Pro Tem

David Marquez, Council Member

Ulises Cabrera, Council Member

Elena Baca-Santa Cruz, Council Member

AGENDA
CITY COUNCIL OF THE CITY OF MORENO VALLEY
October 18, 2022

CALL TO ORDER - 5:30 PM

SPECIAL PRESENTATIONS - None

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

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

**REGULAR MEETING – 6:00 PM
OCTOBER 18, 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

INVOCATION

Pastor Mark Beigle, Liberty Baptist Church

ROLL CALL

INTRODUCTIONS

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

JOINT CONSENT CALENDARS (SECTIONS A-E)

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 Items withdrawn for report or discussion will be heard after public hearing items.

A. CONSENT CALENDAR-CITY COUNCIL

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

Recommendation: Waive reading of all Ordinances.

- A.2. MINUTES - CITY COUNCIL - REGULAR MEETING - OCT 4, 2022 6:00 PM

Recommendation:

1. Approve as submitted.

- A.3. MINUTES - CITY COUNCIL - CLOSED SESSION - OCT 4, 2022 4:30 PM

Recommendation:

1. Approve as submitted.

- A.4. MAYORAL APPOINTMENTS TO THE EMERGING LEADERS COUNCIL (Report of: City Clerk)

Recommendation:

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

EMERGING LEADERS COUNCIL

<u>Name</u>	<u>Position</u>	<u>Term</u>
Eduardo Bautista	Member	Ending 5/31/2024

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

Recommendation:

1. Receive and file the Payment Register.

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

Recommendation:

1. Ratify the list of personnel changes as described.

- A.7. APPROVAL OF SUCCESSOR MEMORANDA OF UNDERSTANDING BETWEEN THE CITY OF MORENO VALLEY AND THE MORENO VALLEY CITY EMPLOYEES ASSOCIATION, THE MORENO VALLEY MANAGEMENT ASSOCIATION, AND THE MORENO VALLEY CONFIDENTIAL MANAGEMENT EMPLOYEES, WITH EXTENSION OF PROVISIONS TO AFFECTED UNREPRESENTED CAREER EMPLOYEES

AND APPROVAL OF AMENDED PERSONNEL RULES AND REGULATIONS (Report of: Financial & Management Services)

Recommendations:

1. Approve the successor Memoranda of Understanding between the City of Moreno Valley and the Moreno Valley City Employees' Association (Attachment 1), the Moreno Valley Management Association (Attachment 2), and the Moreno Valley Confidential Management Employees (Attachment 3), effective July 1, 2023 through June 30, 2025.
 2. Extend the provisions of these agreements to unrepresented career employees.
 3. Authorize the City Manager, Assistant City Manager and City Attorney to finalize the draft Personnel Rules and Regulations (Attachment 4) as modified to reflect changes in the successor MOUs and minor changes as requested by and in concurrence with the Associations.
 4. Approve updates to the Salary Schedule to incorporate revisions as specified in the attached Memoranda of Understanding.
- A.8. AUTHORIZATION TO AWARD AN AGREEMENT FOR PROFESSIONAL CONSULTANT ARCHITECTURAL AND ENGINEERING DESIGN SERVICES TO GILLIS + PANICHAPAN ARCHITECTS, INC. FOR THE CORPORATE YARD OFFICE BUILDING F PROJECT NO. 803 0055 (Report of: Public Works)

Recommendations:

1. Award an Agreement for Professional Consultant Services to Gillis + Panichapan Architects, Inc. to provide architectural and engineering design services for Corporate Yard Office Building F project in the amount of \$352,485.00;
 2. Authorize the City Manager to execute the agreement with Gillis + Panichapan Architects, Inc.; and, authorize the City Manager to approve and execute any subsequent amendments subject to the approval by the City Attorney; and,
 3. Authorize the issuance of a Purchase Order to Gillis + Panichapan Architects, Inc. in the amount of \$352,485.00 when the agreement has been signed by all parties using the available Facility Construction Funds (Fund 3000).
- A.9. APPROVE THE 2023 ANNUAL SYSTEM RESOURCE ADEQUACY PLAN FOR MORENO VALLEY UTILITY (Report of: Public Works)

Recommendations:

1. Approve the Annual System Resource Adequacy Plan (Plan) for calendar year 2023 and authorize the City Manager to make minor adjustments to the Plan as necessary to meet State requirements; and
2. Authorize the filing of the 2023 Annual System Resource Adequacy Plan with the California Independent System Operator (CAISO) in compliance with Section 40 of its tariff.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

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

Recommendation: Waive reading of all Ordinances.

- B.2. MINUTES - CITY COUNCIL - REGULAR MEETING - OCTOBER 4, 2022 6:00 PM (SEE A.2).

Recommendation:

1. Approve as submitted.

- B.3. MINUTES - CITY COUNCIL - CLOSED SESSION - OCTOBER 4, 2022 4:30 PM (SEE A.3).

Recommendation:

1. Approve as submitted.

- B.4. PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN PARCELS INTO COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) - AMENDMENT NOS. 36, 37, 47 and 48 (RESO. NOS. CSD 2022-__, CSD 2022- __, CSD 2022-__ & 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. 36) (Elizabeth Lora and Rodolfo Plazarazo, located at 25440 Alpha 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. 37) (Hector Bracamontes and Delia Cristina Vargas, located at 22478 Cobble Creek Dr.).

3. 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. 47) (JSAMJ, Inc., located at 22824 Chambray Dr.).
4. 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. 48) (Jeremiah S. Jones and 12092 Coachman Land Trust, located at 12094 Coachman Ln.).

B.5. RECOMMENDED PARK REHABILITATION AND REFURBISHMENT PROGRAM PLAN (Report of: Parks & Community Services)

Recommendations: That the City Council and CSD:

1. Approve the recommended Park Rehabilitation and Refurbishment Program Plan which will be funded by the Park Maintenance Fund; and
2. Authorize the Executive Director to execute any subsequent related agreements, extensions, or amendments for various parks projects, subject to the procurement policy and 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 - CITY COUNCIL - REGULAR MEETING - OCTOBER 4, 2022 6:00 PM (SEE A.2).

Recommendation:

1. Approve as submitted.

C.3. MINUTES - CITY COUNCIL - CLOSED SESSION - OCTOBER 4, 2022 4:30 PM (SEE A.3).

Recommendation:

1. Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

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

Recommendation: Waive reading of all Ordinances.

- D.2. MINUTES - CITY COUNCIL - REGULAR MEETING - OCTOBER 4, 2022 6:00 PM (SEE A.2).

Recommendation:

1. Approve as submitted.

- D.3. MINUTES - CITY COUNCIL - CLOSED SESSION - OCTOBER 4, 2022 4:30 PM (SEE A.3).

Recommendation:

1. Approve as submitted.

E. CONSENT CALENDAR - PUBLIC FINANCING AUTHORITY

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

Recommendation: Waive reading of all Ordinances.

- E.2. MINUTES - CITY COUNCIL - REGULAR MEETING -OCTOBER 4, 2022 6:00 PM (SEE A.2).

Recommendation:

1. Approve as submitted.

- E.3. MINUTES - CITY COUNCIL - REGULAR MEETING - OCTOBER 4, 2022 4:30 PM (SEE A.3).

Recommendation:

1. 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. ADOPTION OF 2022 CALIFORNIA BUILDING CODES, CALIFORNIA CODE OF REGULATIONS, TITLE 24, INCORPORATING THE LATEST EDITIONS OF THE MODEL CODES WITH AMENDMENTS (ORD. NO. xxx) (Report of: Community Development)

Recommendations: That the City Council:

1. Conduct a Public Hearing to receive public input on the proposed Ordinance.
2. Introduce and conduct the first reading of Ordinance No. xxx, amending Title 8 of the City of Moreno Valley Municipal Code Chapters 8.20, 8.22, 8.23, 8.24, 8.26, 8.28, 8.30, 8.32, 8.34, 8.36, 8.38, and 8.44, to adopt the 2022 Editions of the California Building, Residential, Fire, Energy, Green Building Standards, Mechanical, Plumbing, and Electrical codes with local amendments thereto.
3. Schedule the second reading and adoption of Ordinance No. xxx for the next regular Council meeting.

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. EMPLOYEE ASSOCIATION REPORTS

I.3. CITY MANAGER'S REPORT

(Informational Oral Presentation - not for Council action)

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

ADJOURNMENT

PUBLIC INSPECTION

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

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

CERTIFICATION

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

City Hall, City of Moreno Valley
14177 Frederick Street

Moreno Valley Library
25480 Alessandro Boulevard

Moreno Valley Senior/Community Center
25075 Fir Avenue

Jane Halstead, CMC
City Clerk

Date Posted: October 13, 2022

MINUTES
CITY COUNCIL REGULAR MEETING OF THE CITY OF MORENO VALLEY
October 4, 2022

CALL TO ORDER - 5:30 PM

SPECIAL PRESENTATIONS

1. PROCLAMATION RECOGNIZING PUBLIC POWER WEEK, OCTOBER 2-8, 2022
2. PROCLAMATION RECOGNIZING FIRE PREVENTION WEEK "FIRE WON'T WAIT. PLAN YOUR ESCAPE" OCTOBER 9-15, 2022

Minutes Acceptance: Minutes of Oct 4, 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
October 4, 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 6:00 p.m. by Mayor Gutierrez in the Council Chamber located at 14177 Frederick Street.

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

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Gutierrez.

INVOCATION

Invocation was led by Pastor Dave Carlson from Moreno Christian Assembly.

ROLL CALL

Council:	Dr. Yxstian A. Gutierrez	Mayor
	Edward A. Delgado	Mayor Pro Tem
	Elena Baca-Santa Cruz	Council Member
	Ulises Cabrera	Council Member
Absent:	David Marquez	Council Member

Minutes Acceptance: Minutes of Oct 4, 2022 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

Roll Call

INTRODUCTIONS

Staff:	Jane Halstead	Manager of the Office of the Mayor and City Council/City Clerk
	Paul Bradvica	Deputy City Clerk
	Steven Quintanilla	Interim City Attorney
	Mike Lee	City Manager
	Brian Mohan	Assistant City Manager, Chief Financial Officer, City Treasurer
	Aldo Schindler	Assistant City Manager
	Manuel Mancha	Community Development Director
	Michael Lloyd	Public Works Director/City Engineer
	Jeremy Bubnick	Parks and Community Services Director
	Ken Reichle	Chief of Police
	Dave Rodriguez	Battalion Chief

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

Jorge Zavala

- 1. Supported Candidate Ulises Cabrera.

Jaime Hurtado

- 1. Promoted upcoming job fair.

Martin Cabrera Sr.

- 1. Supported Candidate Ulises Cabrera for Mayor.

Martin Cabrera Jr.

- 1. Supported Candidate Ulises Cabrera for Mayor.

Lindsay Robinson

- 1. Critical of Mayor Gutierrez.

Linda Thomas

Minutes Acceptance: Minutes of Oct 4, 2022 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

1. Critical of Council Member Marquez and Council Member Cabrera.

Elmer Thomas

1. Critical of Council Member Marquez and Council Member Cabrera.

Russel Shafer

1. Critical of Council Member Cabrera.
2. Supported Jaime Hurtado for Mayor.

Bob Palomarez

1. Critical of Council Member Cabrera.

Debra Craig

1. Encouraged residents to vote in the November Election.

David Nielsen

1. Asked for support of The Hole in Wall Organization.

Benjamin Shuler

1. Represented The Hole in Wall Organization.

Christopher Baca

1. Encouraged residents to research before voting.

Logan C. Morton

1. Inquired what will be done about oppressive systems in the City.

Louise Palomarez

1. Critical of Council Member Marquez and Council Member Cabrera.

Roy Bleckert

1. Critical of Council Member Marquez and Council Member Cabrera.

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:	Ulises Cabrera, Council Member
SECONDER:	Ed Delgado, Mayor Pro Tem
AYES:	Ed Delgado, Elena Baca-Santa Cruz, Dr. Yxstian A. Gutierrez, Ulises Cabrera
ABSENT:	David Marquez

A. CONSENT CALENDAR-CITY COUNCIL

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

Recommendation: Waive reading of all Ordinances.

- A.2. City Council - Closed Session - Sep 20, 2022 4:30 PM

Recommendation:

1. Approve as submitted.

- A.3. City Council - Regular Meeting - Sep 20, 2022 6:00 PM

Recommendation:

1. Approve as submitted.

- A.4. City Council - Closed Session - Sep 6, 2022 4:30 PM

Recommendation:

1. Approve as submitted.

- A.5. COUNCIL DISCRETIONARY EXPENDITURE REPORTS FOR FISCAL YEAR 2022/2023 FROM JULY 1, 2022 THROUGH AUGUST 31, 2022. (Report of: City Clerk)

Recommendation:

1. Receive and file the Fiscal Year 2022/2023 Council Discretionary Expenditure Report for July 1, 2022 through August 31, 2022.

- A.6. AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO HARDY & HARPER, INC. FOR PAVEMENT REHABILITATION FOR VARIOUS LOCAL STREETS – CDBG FY 2022-23, PROJECT NO. 801 0094 (Report of: Public Works)

Recommendations:

1. Award a construction contract to Hardy & Harper, Inc. for the Pavement Rehabilitation for Various Local Streets - CDBG FY 2022/23 project and authorize the City Manager to execute a contract in substantial conformance with the attached contract in the amount of \$1,169,800.00, and authorize the City Manager to approve and execute any subsequent amendments subject to the approval of the City Attorney;
2. Award an agreement for Professional Consultant Service to G3 Quality, Inc. to provide material testing and geotechnical services for the Pavement Rehabilitation for Various Local Streets – CDBG FY 2022/23 project and authorize the City Manager to execute the agreement with G3 Quality, Inc. in the amount of \$54,313.00, and authorize the City Manager to approve and execute any subsequent amendments subject to the approval of the City Attorney;
3. Authorize the issuance of a Purchase Order to Hardy & Harper, Inc. in the amount of \$1,269,800.00 (bid amount plus a contingency of \$100,000.00) and a Purchase Order to G3 Quality, Inc. in the amount of \$54,313.00 necessary for completing the construction of this project, funded by Community Development Block Grant Funds (Fund 2512) and Capital Project Reimbursement Funds (Fund 3008); and
4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to Hardy & Harper’s contract not exceeding the contingency of \$100,000.00, subject to the approval of the City Attorney.
5. Authorize a budget adjustment as set forth in the fiscal impact section of this report.

- A.7. AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO R. J. NOBLE COMPANY FOR CITYWIDE PAVEMENT REHABILITATION PROGRAM FY 26/27 TO FY 30/31 (ARTERIAL AND COLLECTOR STREETS), PROJECT NO. 801 0097 (Report of: Public Works)

Recommendations:

1. Award a construction contract to R. J. Noble Company for the Citywide Pavement Rehabilitation Program - FY 26/27 to FY 30/31

(Arterial and Collector Streets) project and authorize the City Manager to execute a contract in substantial conformance with the attached contract with R. J. Noble Company in the amount of \$18,772,997.50, and authorize the City Manager to approve and execute any subsequent amendments subject to the approval of the City Attorney;

2. Award an agreement for Professional Consultant Service to Z&K Consultants, Inc. to provide construction management and inspection services for the Citywide Pavement Rehabilitation Program - FY 26/27 to FY 30/31 (Arterial and Collector Streets) project and authorize the City Manager to execute the agreement with Z&K Consultants in the amount of \$449,376.00, and authorize the City Manager to approve and execute any subsequent amendments subject to the approval of the City Attorney;
 3. Award an agreement for Professional Consultant Service to Koury Engineering & Testing, Inc. to provide material testing and geotechnical services for the Citywide Pavement Rehabilitation Program - FY 26/27 to FY 30/31 (Arterial and Collector Streets) project and authorize the City Manager to execute the agreement with Koury Engineering & Testing, Inc. in the amount of \$236,700.00, and authorize the City Manager to approve and execute any subsequent amendments subject to the approval of the City Attorney;
 4. Authorize the issuance of a Purchase Order to R. J. Noble Company in the amount of \$19,272,997.50 (bid amount plus a contingency of \$500,000.00), a Purchase Order to Z&K Consultants, Inc. in the amount of \$449,376.00, and a Purchase Order to Koury Engineering & Testing, Inc. in the amount of \$236,700.00 necessary for completing the construction of this project, funded by Capital Project Reimbursement Funds (Fund 3008); and
 5. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to R. J. Noble Company's contract not exceeding the contingency of \$500,000.00 subject to the approval of the City Attorney.
- A.8. AUTHORIZATION TO PURCHASE TRAFFIC SIGNAL CONTROLLER COMPUTER PROCESSING UNIT FOR PROJECT 808 0013 (Report of: Public Works)

Recommendation:

1. Authorize the issuance of a Purchase Order to McCain, Inc. for a not-to-exceed amount of \$119,611.80, funded by Measure A Funds (2001).

- A.9. AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO ALL AMERICAN ASPHALT FOR CITYWIDE PAVEMENT REHABILITATION PROGRAM FY 26/27 TO FY 30/31 (LOCAL STREETS), PROJECT NO. 801 0090 (Report of: Public Works)

Recommendations:

1. Award a construction contract to All American Asphalt for the Citywide Pavement Rehabilitation Program FY 26/27 to FY 30/31 (Local Streets) and authorize the City Manager to execute a contract in substantial conformance with the attached contract in the amount of \$11,097,080.00, and authorize the City Manager to approve and execute any subsequent amendments subject to the approval of the City Attorney;
 2. Award an agreement for Professional Consultant Service to G3 Quality, Inc. to provide material testing and geotechnical services for the Citywide Pavement Rehabilitation Program FY 26/27 to FY 30/31 (Local Streets) and authorize the City Manager to execute the agreement with G3 Quality, Inc. in the amount of \$205,497.00, and authorize the City Manager to approve and execute any subsequent amendments subject to the approval of the City Attorney;
 3. Authorize the issuance of a Purchase Order to All American Asphalt in the amount of \$11,297,080.00 (bid amount plus a contingency of \$200,000.000) and a Purchase Order to G3 Quality, Inc. in the amount of \$205,497.00 necessary for completing the construction of this project, funded by Senate Bill 1 (SB1) Funds (2000A), Gas Tax Funds (2000), Measure A Funds (2001), and Capital Project Reimbursement Funds (Fund 3008);
 4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to All American Asphalt's contract not exceeding the contingency of \$200,000.00, subject to the approval of the City Attorney; and
 5. Authorize CFO to approve a budget adjustment as set forth in the fiscal impact section of this report.
- A.10. REAFFIRMATION OF HOUSING ELEMENT FINDINGS AND DETERMINATIONS (Report of: Community Development)

Recommendation: That the City Council:

1. APPROVE Resolution No. 2022-67 Memorializing and Reaffirming Certain Housing Element Findings and Determinations as Approved by Resolution No. 2021-47.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

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

Recommendation: Waive reading of all Ordinances.

- B.2. MINUTES - CITY COUNCIL - CLOSED SESSION - SEP 20, 2022 4:30 PM

Recommendation:

1. Approve as submitted.

- B.3. MINUTES - CITY COUNCIL - REGULAR MEETING - SEP 20, 2022 6:00 PM

Recommendation:

1. Approve as submitted.

- B.4. MINUTES - CITY COUNCIL - CLOSED SESSION - SEP 6, 2022 4:30 PM

Recommendation:

1. Approve as submitted.

- B.5. PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN PARCELS INTO COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) - AMENDMENT NOS. 40, 41 and 43-46 (RESO. NOS. CSD 2022- 58 to CSD 2022-63) (Report of: Financial & Management Services)

Recommendation:

1. Adopt Resolution No. 2022-58, 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. 40) (12360 Yuma Court Land Trust, located at 12360 Yuma Ct.).
2. Adopt Resolution No. 2022-59, 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. 41) (Jonathan R. and Raquel B. Urmeneta Hoover, located at 12273 Turton Ln.).

3. Adopt Resolution No. 2022-60, 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. 43) (Roman Romero and Alicia L. Palomino, located at 25476 Kalmia St.).
 4. Adopt Resolution No. 2022-61, 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. 44) (Salvador Rangel and Gloria Casillas, located at 22800 Bay Ave.).
 5. Adopt Resolution No. 2022-62, 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. 45) (Rosalba and Miguel Angel Peraza, located at 23268 Lawless Rd.).
 6. Adopt Resolution No. 2022-63, 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. 46) (Alberto Zaragoza, located at 25469 Lupine Ln.).
- B.6. APPROVE AND EXECUTE PROFESSIONAL CONSULTANT AGREEMENT FOR PARKS, COMMUNITY SERVICES & TRAILS MASTER PLAN (Report of: Parks & Community Services)

Recommendations: That the City Council and CSD:

1. Award a Professional Consultant Services Agreement for the Parks, Community Services, and Trails Master Plan to KTU&A in the amount not to exceed \$240,000.
2. Authorize the City Manager to execute an agreement with KTU&A for the Parks, Community Services, and Trails Master Plan and issue the associated Purchase Order once the Agreement has been fully executed.
3. Authorize the City Manager to execute any subsequent related Extensions or Amendments to the Agreement, subject to 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 - CITY COUNCIL - CLOSED SESSION - SEP 20, 2022 4:30 PM

Recommendation:

1. Approve as submitted.

- C.3. MINUTES - CITY COUNCIL - REGULAR MEETING - SEP 20, 2022 6:00 PM

Recommendation:

1. Approve as submitted.

- C.4. MINUTES - CITY COUNCIL - CLOSED SESSION - SEP 6, 2022 4:30 PM

Recommendation:

1. Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

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

Recommendation: Waive reading of all Ordinances.

- D.2. MINUTES - CITY COUNCIL - CLOSED SESSION - SEP 20, 2022 4:30 PM

Recommendation:

1. Approve as submitted.

- D.3. MINUTES - CITY COUNCIL - REGULAR MEETING - SEP 20, 2022 6:00 PM

Recommendation:

1. Approve as submitted.

D.4. MINUTES - CITY COUNCIL - CLOSED SESSION - SEP 6, 2022 4:30 PM

Recommendation:

1. Approve as submitted.

E. CONSENT CALENDAR - PUBLIC FINANCING AUTHORITY

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

Recommendation: Waive reading of all Ordinances.

E.2. MINUTES - CITY COUNCIL - CLOSED SESSION - SEP 20, 2022 4:30 PM

Recommendation:

1. Approve as submitted.

E.3. MINUTES - CITY COUNCIL - REGULAR MEETING - SEP 20, 2022 6:00 PM

Recommendation:

1. Approve as submitted.

E.4. MINUTES - CITY COUNCIL - CLOSED SESSION - SEP 6, 2022 4:30 PM

Recommendation:

1. Approve as submitted.

F. PUBLIC HEARINGS

None.

G. GENERAL BUSINESS

None.

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

None.

I.REPORTS

I.1. CITY COUNCIL REPORTS

(Informational Oral Presentation - not for Council action)

March Joint Powers Commission (JPC)

Mayor Pro Tem Delgado reported the following:

At the March Joint Powers Commission meeting held on September 28th, the Commission heard an update on the 452nd Security Forces Squadron at March Air Reserve Base.

They also received a progress report on our local Foreign Trade Zone, a federal program that encourages American import / export businesses by minimizing customs fees for participating companies.

Riverside County Habitat Conservation Agency (RCHCA)

None.

Riverside County Transportation Commission (RCTC)

None.

Riverside Transit Agency (RTA)

None.

Western Riverside Council of Governments (WRCOG)

Mayor Pro Tem Delgado reported the following:

Items covered at the WRCOG Executive Committee meeting on October 3, 2022 included the WRCOG Executive Committee adopting the Unclaimed Refund Policy and Procedure for the PACE Program.

All unclaimed PACE refunds will be forwarded to the State where they can be perpetually available for property owners or their heirs to submit valid claims.

Western Riverside County Regional Conservation Authority (RCA)

None.

School District/City Joint Task Force

None.

I.2. EMPLOYEE ASSOCIATION REPORTS

None.

I.3. CITY MANAGER'S REPORT

1. Commended the Mayor and City Council for their leadership and support of the Pavement Rehabilitation Project.
2. Encouraged residents to attend the Moreno Valley Job Fair.

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

Council Member Cabrera

1. Recounted his attendance of the Homes for our Troops Event.
2. Discussed road work occurring in the City.
3. Informed residents of different legislation that was passed at the state level.
4. Voiced his support to apply for additional homeless assistance programs.
5. Encouraged residents to attend City and MVUSD Events.
6. Touched on comments made by residents.
7. Voiced his excitement for the future of the City.

Council Member Elena Baca Santa Cruz

1. Stated there is no policy regarding excused absences.
2. Recounted attendance of the Home for Our Troops Event and Hispanic Heritage Event.
3. Reminded residents of the City's program providing free smoke and carbon monoxide alarms.
4. Asked Mayor Gutierrez to have the meeting adjourned in honor of her mother, the late Mayor Pro Tem, Victoria Baca.
5. Thanked her late mother for her leadership in the City.

Mayor Pro Tem Delgado

1. Commended Council Member Baca- Santa Cruz for her strength when talking about her late mother.
2. Stated he is not running a campaign and pledges to attend and represent the City at as many events as he can.
3. Recounted various City events he attended.
4. Encouraged residents to utilize the City's free dump day.

Mayor Gutierrez

1. Thanked Council Member Baca- Santa Cruz for representing the City at the Home for our Troops Event.
2. Announced the City will be having its largest park renovation project.
3. Thanked the City's Public Safety team.
4. Encouraged residents to attend and participate in the City's Día de los Muertos event.
5. Stated the meeting will be closed in memory of the late Mayor Pro Tem, Victoria Baca.

ADJOURNMENT

There being no further business to come before the City Council, Mayor Gutierrez adjourned the meeting in honor of the late Mayor Pro Tem, Victoria Baca, at 7:02 p.m.

PUBLIC INSPECTION

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

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

There being no further business to come before the City Council, Mayor Gutierrez adjourned the meeting at 7:02 PM.

Submitted by:

Jane Halstead, CMC
 City Clerk
 Secretary, Moreno Valley Community Services District
 Secretary, City as Successor Agency for the Community
 Redevelopment Agency of the City of Moreno Valley
 Secretary, Moreno Valley Housing Authority
 Secretary, Board of Library Trustees
 Secretary, Public Financing Authority

Approved by:

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

**MINUTES
CITY COUNCIL 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 – 4:30 PM
October 4, 2022**

CALL TO ORDER

The Closed Session of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, Housing Authority, and the Moreno Valley Public Financing Authority was called to order at 4:30 p.m. by Mayor Gutierrez in the Council Chamber located at 14177 Frederick Street, Moreno Valley, California.

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

ROLL CALL

Council:	Dr. Yxstian A. Gutierrez	Mayor
	Ed Delgado	Mayor Pro Tem
	Elena Baca-Santa Cruz	Council Member
	Ulises Cabrera	Council Member
Absent:	David Marquez	Council Member

PUBLIC COMMENTS ON MATTERS ON THE AGENDA ONLY

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

CLOSED SESSION

Interim City Attorney Quintanilla announced that the City Council would recess to Closed Session to discuss the item as listed on the agenda and that he did not anticipate any reportable action.

Minutes Acceptance: Minutes of Oct 4, 2022 4:30 PM (CONSENT CALENDAR-CITY COUNCIL)

A CONFERENCE WITH LEGAL COUNSEL - POTENTIAL INITIATION OF LITIGATION

Pursuant to Government Code Section 54956.9(d)(4):
One Potential Case

Mayor Gutierrez recessed the City Council to the City Manager's Conference Room, second floor, City Hall, for their Closed Session at 4:35 p.m.

Mayor Gutierrez reconvened the City Council in the Council Chamber from their Closed Session at 5:30 p.m.

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

Interim City Attorney Quintanilla announced that there was no reportable action taken in Closed Session.

ADJOURNMENT

There being no further business to come before the City Council, Mayor Gutierrez adjourned the meeting at 5:30 p.m.

Submitted by:

Jane Halstead, CMC
 City Clerk
 Secretary, Moreno Valley Community Services District
 Secretary, City as Successor Agency for the Community
 Redevelopment Agency of the City of Moreno Valley
 Secretary, Moreno Valley Housing Authority
 Secretary, Board of Library Trustees
 Secretary, Public Financing Authority

Approved by:

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



Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, CMC, City Clerk

AGENDA DATE: October 18, 2022

TITLE: MAYORAL APPOINTMENTS TO THE EMERGING LEADERS COUNCIL

RECOMMENDED ACTION

Recommendation:

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

EMERGING LEADERS COUNCIL

<u>Name</u>	<u>Position</u>	<u>Term</u>
Eduardo Bautista	Member	Ending 5/31/2024

CITY COUNCIL GOALS

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

CITY COUNCIL STRATEGIC PRIORITIES

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

ATTACHMENTS

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

- 1. Eduardo Bautista_Redacted

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	10/13/22 2:44 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	10/13/22 2:49 PM



A.4.a
For City Staff Use Stamp Date and Time Received

**City of Moreno Valley
Emerging Leaders Council (ELC)**

Conference & Recreation Center
14075 Frederick St. Moreno Valley, CA 92552
Tel (951) 413-3280
E-mail: ELC@moval.org

2021-2022 EMERGING LEADERS COUNCIL APPLICATION

SECTION I: APPLICATION INSTRUCTIONS

The purpose of the Emerging Leaders Council (ELC) is to identify high school and/or college students with a desire and potential to become community leaders, educate and engaged young adults in local government, and focus efforts on service to the Moreno Valley community. The Emerging Leaders Council was established as a standing committee with two-year terms by Resolution 2014-30. The attached Resolution 2021-31 modifies existing provisions governing the Emerging Leaders Council.

To apply to be an ELC Commissioner applicants must:

- Be between 14 and 20 years old;
- Be enrolled in an educational institution;
- Serve a minimum two-year term;
- Attend monthly meetings;
- Recruit two youth members before the end of their term;

Individuals who wish to join the ELC may join at any time by submitting an application. Incomplete applications will be returned. **APPLICATIONS MUST BE TYPED-HAND WRITTEN APPLICATIONS WILL NOT BE ACCPETED.**

Meeting Schedule: Fourth Monday of each month at 6:00p.m., City Hall-Council Chamber, 14177 Frederick Street

Attachment: Eduardo Bautista_Redacted (5978 : MAYORAL APPOINTMENTS TO THE EMERGING LEADERS COUNCIL)



For questions regarding the ELC program or its application, please contact the Parks & Community Services Department at 951.413.3280 or email at ELC@moval.org.

SECTION II: CHECKLIST

Applications must be submitted to the Moreno Valley Conference & Recreation Center located at 14075 Frederick Street, Moreno Valley, CA 92552 or to ELC@moval.org. You will receive a confirmation email upon receipt of your application.

Submit the following:

- Typed and signed ELC application
- Letter of Recommendation/Reference-This must be from someone who can share more about the type of person you are and what attributes talents, and passion you can bring to the Emerging Leaders Council.



SECTION III. APPLICANT INFORMATION

Full Name Eduardo Bautista Date of Birth [REDACTED]

Home Address [REDACTED]

City Moreno Valley, CALIFORNIA Zip Code 92555

Home Telephone [REDACTED] Cell Phone [REDACTED]

E-mail Address [REDACTED]

Parent/Guardian #1 Rigoberto Bautista

E-Mail Address [REDACTED]

Cell Phone [REDACTED] Work Phone [REDACTED]

Parent/Guardian #2 Zoyla Mendez

E-Mail Address [REDACTED]

Cell Phone [REDACTED] Work Phone [REDACTED]

SECTION IV: EDUCATION

What grade will you be in during the 2021-2022 school year? First Year

What school will you be attending during the 2021-2022 school year?

Moreno Valley College

Below I have listed activities that may conflict with my attendance at the ELC meeting, events, and activities. (Sports, school clubs, college classes, extracurricular activities, work, personal comments).

Activity	Time Period	Time of Event
EX: Football	June-December 2021	Mon-Fri 3pm-5pm
College Classes	January-May 2022	Tues & Thurs 5pm-7pm
<u>English-1B</u>	<u>August-December 2022</u>	<u>Tues & Thurs 7:30AM - 10AM</u>
<u>Politics-1A</u>	<u>August-December 2022</u>	<u>Tues 11:10AM-12:30PM</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>

Attachment: Eduardo Bautista_Redacted (5978 : MAYORAL APPOINTMENTS TO THE EMERGING LEADERS COUNCIL)



SECTION V: QUESTIONS

Commissioner Shirt Size Medium

I am applying to be a:

Member at Large

Please answer the following questions. Use additional sheets if necessary and reference the question:

Why do you want to serve on the City’s Emerging Leaders Council?

The reason why I want to serve on the City's Emerging Leaders Council is I'm currently studying Political Science at Moreno Valley College, I want to gain experience on Government, Economics, Public Policies
and Criminal Justice, and I want to become a Politicians after graduating from a university.

Describe any experience you have had that you feel has prepared you to on the Council?

I took two classes about government and economics during my high school year, and after graduating, I decided to learn more by doing researchs and reading articles during Fall 2020, and since I'm currently studying
Political Science, I feel like I'm ready to be part of the team.

What issues would you address or activities would you plan if you were a Council Member?

If I were a Council Member, I would create a public events that would gather all citizens by giving public speech about making changes and create something new, not only in this town or county, but the world,
that would impress a lot of people, and keep everything going forward.

Attachment: Eduardo Bautista_Redacted (5978 : MAYORAL APPOINTMENTS TO THE EMERGING LEADERS COUNCIL)



What do you think is one of the major issues facing teens/young adults in Moreno Valley and how would you address it?

I believe one of the major issues facing teens/young adults is raising minimum wages or better workplace. If I would address the issue, I would create a public event that would demand companies to treat their workers right rather than being mean to them, and at least forced them to raise the wages to either \$15-\$18 an hour to give providence to their families.

What do you hope to accomplish by your participation on the Emerging Leaders Council? How will your participation enhance your future goals and objectives?

If I were part of the Emerging Leaders Council, I would help all citizens to make sure they have a better future, but not for themselves, but for their families, and giving all the resources to all the families.

Are you able to commit to participating in one meeting per month? Each meeting can last approximately two hours.

Yes No

Do you have means of transportation to arrive to meetings on time?

Yes No

May we contact the person who wrote your letter of recommendation?

Yes No

I hereby authorize that the City of Moreno Valley may obtain and review on a confidential basis, such information regarding me as may be contained in the California State Summary Criminal History and in records of the California Department of Motor Vehicles.

Yes No

Pursuant to Resolution 2016-42 all board, commission, or council members must be registered voters of the City of Moreno Valley, provided that they are at least 18 years old.

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

Attachment: Eduardo Bautista_Redacted (5978 : MAYORAL APPOINTMENTS TO THE EMERGING LEADERS COUNCIL)



SECTION VI: ACKNOWLEDGEMENT

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

For the Parent/Guardian: I give permission for _____ to apply to be on the City of Moreno Valley Emerging Leaders Council as a Member at Large. If selected, I will permit and support them in attending meetings and activities related to the Emerging Leaders Council. I understand that meetings may be at various times and locations throughout the City of Moreno Valley and beyond City boundaries. I will support and encourage them to fulfill their participation requirements and professional standards as well as uphold the ELC values, mission, and objectives.

Photo Release: I give permission to the City of Moreno Valley to take photographs while participating in ELC events and activities for the use in future City publicity in broadcast, brochures, telecasts, newspapers and any promotional advertising or other materials. I waive any rights to privacy or publicity I may have in connection with such uses and understand that I will not receive any compensation for such use. By my signature below, I agree to the conditions of my participation stated herein and agree to this Photo Release.

Applicant Signature

09/18/2022

Date

Parent/Guardian Signature

Date

Parent/Guardian Signature

Date

Submit Form

Attachment: Eduardo Bautista_Redacted (5978 : MAYORAL APPOINTMENTS TO THE EMERGING LEADERS COUNCIL)

City Council



City Hall
 14177 Frederick Street
 P.O. Box 88005
 Moreno Valley, CA 92552-0805
 Phone: 951.413.3008
 Fax: 951.413.3760
 www.moval.org

September 13, 2022

Recommendation Letter
 Attn.: Eduardo Bautista

To Whom It May Concern:

My Name is Dr. Yxstian Gutierrez, resident and Mayor of the City of Moreno Valley, California. With great pleasure I write this letter of recommendation for Eduardo Bautista. During the time I have known Eduardo, he has consistently proven himself to be a loyal and dedicated person in both his personal and professional life.

Throughout the time, that I have known Mr. Bautista, he always formed a very positive opinion with his great interpersonal skills, creativity, and success-oriented approach to life. Mr. Bautista has demonstrated honesty and integrity with an attitude geared towards growth and self-development. Eduardo can work independently and without reservation is willing to work on any project that is assigned to him.

With confidence I say Mr. Bautista is above the rest, truly an exemplary individual who excels in every aspect. Omar is a student at Moreno Valley College, currently studying Political Science, a field not many can truly specialize in.

It is for these and other compelling reasons I provide this letter of recommendation for Mr. Eduardo Bautista. I hope the information that I have provided gives you a better understanding of what an outstanding individual Eduardo is. If you have any further queries regarding his qualities, abilities, and character do not hesitate to contact me at (951) 413-3008.

Sincerely,

Dr. Yxstian A. Gutierrez
 Mayor

Dr. Yxstian A. Gutierrez Edward A. Delgado Elena Baca-Santa Cruz David Marquez Ulises Cabrera
 Mayor Mayor Pro Tem Council Member Council Member Council Member

Attachment: Eduardo Bautista_Redacted (5978 : MAYORAL APPOINTMENTS TO THE EMERGING LEADERS COUNCIL)



Report to City Council

TO: Mayor and City Council

FROM: Brian Mohan, Assistant City Manager

AGENDA DATE: October 18, 2022

TITLE: PAYMENT REGISTER - AUGUST 2022

RECOMMENDED ACTION

Recommendation:

1. Receive and file the Payment Register.

SUMMARY

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

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

PREPARATION OF STAFF REPORT

Prepared By:
Annabelle Wang
Financial Operations Division Manager

Department Head Approval:
Brian Mohan
Assistant City Manager
Chief Financial Officer
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. AUGUST 2022 PAYMENT REGISTER

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	10/10/22 7:58 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	10/10/22 1:47 PM



City of Moreno Valley
Payment Register
For Period 8/1/2022 through 8/31/2022

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

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
ACCELA, INC.	34442	08/22/2022	INV-ACC56117	ACCELA CIVIC PLATFORM SUBSCRIPTION 7/19/22-3/30/23	\$29,255.14
Remit to: CHICAGO, IL					FYTD: \$29,255.14
ALL AMERICAN ASPHALT, INC.	243995	08/15/2022	33507_06	801 0073 JUAN BAUTISTA TRAIL ATP 2	\$55,515.23
		08/15/2022	33938_03	801 0076 HEACOCK ST PED & BIKE ENHANCEMENTS/GREGORY LN	
		08/15/2022	1102148	PRODUCT NO. 1200 3/8" ASPHALT - QUOTE 6711951	
		08/15/2022	1111963	CREDIT INVOICE FOR PRICE ADJUSTMENT TO INVOICE 1102148	
		08/15/2022	33507_05	801 0073 JUAN BAUTISTA TRAIL ATP 2	
Remit to: CORONA, CA					FYTD: \$379,093.81
BMW MOTORCYCLES OF RIVERSIDE	34282	08/01/2022	C18835	TWO BMW MOTORCYCLES-PD	\$62,760.00
Remit to: RIVERSIDE, CA					FYTD: \$84,052.62
BOGH ENGINEERING INC.	34369	08/15/2022	50621	801 0077 - JB TRAIL ATP3	\$88,744.95
Remit to: BEAUMONT, CA					FYTD: \$88,744.95
CALPERS	34504	08/23/2022	FY 22/23ADC-OPEB	ANNUAL ACTUARIALLY DETERMINED CONTRIBUTION TO CERBT TRUST	\$1,367,308.00
Remit to: SACRAMENTO, CA					FYTD: \$1,367,308.00
CALPINE CORPORATION DBA CALPINE ENERGY SERVICES	34285	08/01/2022	89604	RESOURCE ADEQUACY-JUNE 2022/MV UTILITY	\$105,400.00
	34371	08/15/2022	90508	RESOURCE ADEQUACY-JULY 2022/MV UTILITY	\$105,400.00
Remit to: HOUSTON, TX					FYTD: \$210,800.00

Attachment: AUGUST 2022 PAYMENT REGISTER (5970 : AUGUST PAYMENT REGISTER 2022)



City of Moreno Valley
Payment Register
For Period 8/1/2022 through 8/31/2022

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

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
CHARLES ABBOTT ASSOCIATES, INC	34375	08/15/2022	64505	PLAN CHECK SVCS-WQMP REVIEW-JUNE 2022	\$25,968.75
		08/15/2022	64503	PLAN CHECK SVCS-WQMP REVIEW-JUNE 2022	
		08/15/2022	64511	PLAN CHECK SVCS-WQMP REVIEW-JUNE 2022	
		08/15/2022	64510	PLAN CHECK SVCS-WQMP REVIEW-JUNE 2022	
		08/15/2022	64509	PLAN CHECK SVCS-WQMP REVIEW-JUNE 2022	
		08/15/2022	64508	PLAN CHECK SVCS-WQMP REVIEW-JUNE 2022	
		08/15/2022	64507	PLAN CHECK SVCS-WQMP REVIEW-JUNE 2022	
		08/15/2022	64504	PLAN CHECK SVCS-WQMP REVIEW-JUNE 2022	
		08/15/2022	64501	PLAN CHECK SVCS-WQMP REVIEW-JUNE 2022	
		08/15/2022	64406	ENGINEERING SVCS-JUNE 2022	
		08/15/2022	64407	PLAN CHECK SVCS-JUNE 2022	
		08/15/2022	64408	PLAN CHECK SVCS-NPDES/SWMP-JUNE 2022	
		08/15/2022	64409	PLAN CHECK SVCS-WQMP REVIEW-JUNE 2022	
		08/15/2022	64410	PLAN CHECK SVCS-WQMP REVIEW-JUNE 2022	
		08/15/2022	64502	PLAN CHECK SVCS-WQMP REVIEW-JUNE 2022	
	08/15/2022	64506	PLAN CHECK SVCS-WQMP REVIEW-JUNE 2022		

Remit to: MISSION VIEJO, CA FYTD: \$84,681.00

CIVIC SOLUTIONS, INC	34379	08/15/2022	63022	PLANNING ENTITLEMENT AND PLAN CHECK SVCS	\$26,130.11
		08/15/2022	53122	PLANNING ENTITLEMENT AND PLAN CHECK SVCS	

Remit to: MISSION VIEJO, CA FYTD: \$26,130.11

COUNTY OF RIVERSIDE	244024	08/15/2022	3555	SERVICES RENDERED FOR NOV. 2, 2021 ELECTION/MEASURE G	\$135,653.38
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Remit to: RIVERSIDE, CA FYTD: \$165,665.45

Attachment: AUGUST 2022 PAYMENT REGISTER (5970 : AUGUST PAYMENT REGISTER 2022)



City of Moreno Valley
Payment Register
For Period 8/1/2022 through 8/31/2022

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

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
COUNTY OF RIVERSIDE SHERIFF	34287	08/01/2022	SH0000041490	CONTRACT LAW ENFORCEMENT BILLING #13 (6/2-6/30/22)	\$3,717,029.72
	244000	08/15/2022	SH0000041614	FY21/22 RMS/CLETS BILLING 7/1/21-6/30/22	\$319,368.00
Remit to: RIVERSIDE, CA					FYTD: \$12,013,051.89
CSG CONSULTANTS, INC.	34382	08/15/2022	B221194	BUILDING PLAN REVIEW SERVICES-JUNE 2022	\$28,257.19
		08/15/2022	B220982	BUILDING PLAN REVIEW SERVICES-MAY 2022	
Remit to: FOSTER CITY, CA					FYTD: \$49,562.19
E SOURCE COMPANIES LLC	34333	08/08/2022	21393	TRAVEL EXPENSES REIMB-ROB MARTIN	\$35,230.99
		08/08/2022	21313	CONSULTING SERVICES-MV UTILITY/JUNE 2022	
	34446	08/22/2022	21406	CONSULTING SERVICES-MV UTILITY/JULY 2022	\$29,000.00
Remit to: BOULDER, CO					FYTD: \$64,230.99
EASTERN MUNICIPAL WATER DISTRICT	243925	08/01/2022	JUL-22 8/01/22	WATER CHARGES	\$100,695.10
		08/01/2022	JUN-22 8/01/22	WATER CHARGES	
	244046	08/22/2022	JUL-22 8/22/22	WATER CHARGES	\$130,335.65
	244074	08/29/2022	AUG-22 8/29/22	WATER CHARGES	\$125,532.82
		08/29/2022	JUL-22 8/29/22	WATER CHARGES	
Remit to: LOS ANGELES, CA					FYTD: \$557,941.25

Attachment: AUGUST 2022 PAYMENT REGISTER (5970 : AUGUST PAYMENT REGISTER 2022)



City of Moreno Valley
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For Period 8/1/2022 through 8/31/2022

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

Table with 6 columns: Vendor Name, Check/EFT Number, Payment Date, Inv Number, Invoice Description, Payment Amount. Includes entries for ENCO UTILITY SERVICES MORENO VALLEY LLC and 34335.

Attachment: AUGUST 2022 PAYMENT REGISTER (5970 : AUGUST PAYMENT REGISTER 2022)



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For Period 8/1/2022 through 8/31/2022

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

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
ENCO UTILITY SERVICES MORENO VALLEY LLC	34448	08/22/2022	40-455B-03	WA# 40-455B-MORENO VALLEY ELEM SCHOOL	\$37,462.76
		08/22/2022	40-515A-01	WA# 40-515A-JIFFY LUBE	
		08/22/2022	40-514A-02	WA# 40-514A-SKYLER PLACE-TR 38123 177 SFR	
		08/22/2022	0402-MF-2737	SOLAR SYSTEM INSPECTION	
		08/22/2022	40-516-01	WA# 40-516-TARGET SHOPPING CENTER STORE #2309	
		08/22/2022	INV55236	TEMPORARY SERV FEES-27230 EUCALYPTUS AVE	
		08/22/2022	40-474A-09	WA# 40-474A-KB HOMES-MOOTHART 80 HOMES	
		08/22/2022	40-460B-09	WA# 40-460B-DR HORTON SOL TRACT 31590-96 HOMES	
		08/22/2022	40-463B-07	WA# 40-463B-LDC NANDINA INDUSTRIAL	
		08/22/2022	40-506A-04	WA# 40-506A-ROCAS GRANDES APARTMENTS	
		08/22/2022	40-501-2207	WA# 40-501-ACQUIRED SCE STREETLIGHTS MAINTENANCE	
		08/22/2022	40-492-07	WA# 40-492-IS5 NETWORK CYBER SECURITY	
		08/22/2022	40-490B-01	WA# 40-490B-CACTUS COMMERCE-STARBUCKS	
		08/22/2022	40-482B-08	WA# 40-482B-ASPEN HILLS 112 UNITS-TR 32142	
		08/22/2022	40-505A-03	WA# 40-505A-TR 37725-64 SF HOMES	
		08/22/2022	40-507-03	WA# 40-507-SUBSTATION IT SUPPORT	
		08/22/2022	40-508-02	WA# 40-508-CYBER SECURITY MONITORING	
		08/22/2022	40-511A-02	WA# 40-511A-DUNLAVY CT SL'S	
		08/22/2022	40-512A-02	WA# 40-512A-QUICK QUACK CAR WASH	
		08/22/2022	40-503B-02	WA# 40-503B-SERTA TRANSFORMER UPGRADE	
		08/22/2022	40-513A-02	WA# 40-513A-OLD FRONTAGE AND BAY AVE	
		08/22/2022	40-486-10	WA# 40-486-ITRON FIELD HARDWARE INSTALLATION-COMMISSIONING	

Remit to: ANAHEIM, CA

FYTD: \$1,859,859.47

Attachment: AUGUST 2022 PAYMENT REGISTER (5970 : AUGUST PAYMENT REGISTER 2022)



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

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
ENTERPRISE SOLUTIONS CONSULTING, LLC	34449	08/22/2022	MVU-2022-08	CONSULTING SVCS-MV UTILITIES	\$45,951.57
Remit to: WEBSTER, NY					FYTD: \$57,256.59
ESI ACQUISITION, INC.	34388	08/15/2022	103-R-SA-1	RAVE ANNUAL SOFTWARE 5/1/22-4/30/23	\$27,583.00
Remit to: ATLANTA, GA					FYTD: \$45,973.00
EXELON GENERATION COMPANY, LLC	34389	08/15/2022	822673	POWER PURCHASE-7/01-7/31/22	\$969,535.68
Remit to: CHICAGO, IL					FYTD: \$1,757,094.56
FALCON ENGINEERING SERVICES, INC.	34337	08/08/2022	2022-06-rev	SR60/MORENO BEACH PH 2	\$72,159.84
		08/08/2022	2022-05-rev	SR60/MORENO BEACH PH 2	
Remit to: CORONA, CA					FYTD: \$72,159.84
GOVERNMENTJOBS.COM, INC. / NEOGOV	34395	08/15/2022	INV-21819	NEOGOV ONBOARD, ETC. SUBSCRIPTION 6/25/22-6/24/23	\$39,182.38
Remit to: ELSEGUNDO, CA					FYTD: \$39,182.38

Attachment: AUGUST 2022 PAYMENT REGISTER (5970 : AUGUST PAYMENT REGISTER 2022)



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

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
GREENTECH LANDSCAPE, INC.	34294	08/01/2022	53772	LANDSCAPE MAINT-REMOVE & REPLACE 12 CRAPE MYRTHLE	\$81,578.36
		08/01/2022	53428	LANDSCAPE MAINT-ZONE 01, 01A, 08, & E7	
		08/01/2022	53629	LANDSCAPE MAINT-ZONE E-8, 03, 03A, 04, 05, 06 & 07	
		08/01/2022	53628	LANDSCAPE MAINT-ZONE 01, 01A, 08, & E7	
	34451	08/22/2022	53429	LANDSCAPE MAINT-ZONE E-8, 03, 03A, 04, 05, 06 & 07	\$72,775.05
			535987	SD LANDSCAPE JULY ADDITIONAL WORK (VALLEY) ZONE D	
			535986	SD LANDSCAPE JULY ADDITIONAL WORK (VALLEY) ZONE D	
			535985	SD LANDSCAPE JULY ADDITIONAL WORK (VALLEY) ZONE D	
			535977	SD LANDSCAPE JULY BASE (VALLEY) ZONE D	
			535982	SD LANDSCAPE JULY ADDITIONAL WORK (VALLEY) ZONE D	
			535853	LANDSCAPE MAINT-PARKS-JULY 2022	
			535852	SD LANDSCAPE JULY BASE (SOUTH) ZONE E-8, 03, 03A, 04, 05, 06, 07	
			535851	SD LANDSCAPE JULY BASE (WEST) ZONE 01, 01A, 08, & E-7	
			535983	SD LANDSCAPE JULY ADDITIONAL WORK (VALLEY) ZONE D	
08/22/2022	535984	SD LANDSCAPE JULY ADDITIONAL WORK (VALLEY) ZONE D			
Remit to: LOS ANGELES, CA					FYTD: \$191,229.07
GRID ALTERNATIVES	34397	08/15/2022	INV 3 ARI0008837	SOLAR ENERGY ASSISTANCE PROGRAM	\$79,914.96
		08/15/2022	INV 5 ARI0009039	SOLAR ENERGY ASSISTANCE PROGRAM	
		08/15/2022	INV 4 ARI0008976	SOLAR ENERGY ASSISTANCE PROGRAM	
Remit to: RIVERSIDE, CA					FYTD: \$79,914.96
HARBOR FREIGHT TOOLS	243988	08/08/2022	MVU-7013022-02	COMMERCIAL LED REBATE INCENTIVE	\$50,000.00
	243989	08/08/2022	MVU-7013630-01	COMMERCIAL LED REBATE INCENTIVE	\$50,000.00
Remit to: MORENO VALLEY, CA					FYTD: \$100,000.00

Attachment: AUGUST 2022 PAYMENT REGISTER (5970 : AUGUST PAYMENT REGISTER 2022)



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

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
HR GREEN PACIFIC INC.	34296	08/01/2022	152101	ON-CALL TRAFFIC ENGINEERING SERVICES-FEB 2022	\$33,700.70
		08/01/2022	153965	ON-CALL TRAFFIC ENGINEERING SERVICES-JUNE 2022	
		08/01/2022	151346	ON-CALL TRAFFIC ENGINEERING SERVICES-JAN 2022	
Remit to: DES MOINES, IA					FYTD: \$232,695.20

Attachment: AUGUST 2022 PAYMENT REGISTER (5970 : AUGUST PAYMENT REGISTER 2022)



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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
INLAND EMPIRE PROPERTY SERVICE, INC	34300	08/01/2022	221049	WEED ABATEMENT SVCS-APN 422-070-034	\$39,608.03
		08/01/2022	221036	WEED ABATEMENT SVCS-APN 263-220-029	
		08/01/2022	221037	WEED ABATEMENT SVCS-APN 264-175-007	
		08/01/2022	221038	WEED ABATEMENT SVCS-APN 291-130-002	
		08/01/2022	221039	WEED ABATEMENT SVCS-APN 291-140-001	
		08/01/2022	221040	WEED ABATEMENT SVCS-APN 291-281-006	
		08/01/2022	221041	WEED ABATEMENT SVCS-APN 422-040-010	
		08/01/2022	221035	WEED ABATEMENT SVCS-APN 263-220-016	
		08/01/2022	221033	WEED ABATEMENT SVCS-APN 263-220-008	
		08/01/2022	221050	WEED ABATEMENT SVCS-APN 260-490-061	
		08/01/2022	221031	WEED ABATEMENT SVCS-APN 297-100-006	
		08/01/2022	221030	WEED ABATEMENT SVCS-APN 297-170-002	
		08/01/2022	221042	WEED ABATEMENT SVCS-APN 312-260-017	
		08/01/2022	221047	WEED ABATEMENT SVCS-APN 473-220-015	
		08/01/2022	221032	WEED ABATEMENT SVCS-APN 263-140-028	
		08/01/2022	221053	WEED ABATEMENT SVCS-APN 475-250-067	
		08/01/2022	221026	WEED ABATEMENT SVCS-APN 475-160-056	
		08/01/2022	221000	WEED ABATEMENT SVCS-APN 488-200-022	
		08/01/2022	221002	WEED ABATEMENT SVCS-APN 484-030-028	
		08/01/2022	221027	WEED ABATEMENT SVCS-APN 474-180-032	
		08/01/2022	221028	WEED ABATEMENT SVCS-APN 297-170-003	
		08/01/2022	221029	WEED ABATEMENT SVCS-APN 291-140-002	
		08/01/2022	221025	WEED ABATEMENT SVCS-APN 475-160-065	
		08/01/2022	221052	WEED ABATEMENT SVCS-APN 474-490-019	
		08/01/2022	221024	WEED ABATEMENT SVCS-APN 475-182-048	
		08/01/2022	221051	WEED ABATEMENT SVCS-APN 488-100-017	
		08/01/2022	221001	WEED ABATEMENT SVCS-APN 488-190-024	

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
INLAND EMPIRE PROPERTY SERVICE, INC	34300	08/01/2022	221046	WEED ABATEMENT SVCS-APN 474-250-032	
		08/01/2022	221045	WEED ABATEMENT SVCS-APN 479-050-001	
		08/01/2022	221017	WEED ABATEMENT SVCS-APN 478-090-019	
		08/01/2022	221008	WEED ABATEMENT SVCS-APN 481-270-055	
		08/01/2022	221009	WEED ABATEMENT SVCS-APN 481-270-027	
		08/01/2022	221014	WEED ABATEMENT SVCS-APN 479-090-019	
		08/01/2022	221007	WEED ABATEMENT SVCS-APN 481-270-053	
		08/01/2022	221006	WEED ABATEMENT SVCS-APN 482-030-018	
		08/01/2022	221012	WEED ABATEMENT SVCS-APN 481-171-039	
		08/01/2022	221010	WEED ABATEMENT SVCS-APN 481-240-001	
		08/01/2022	221013	WEED ABATEMENT SVCS-APN 479-170-002	
		08/01/2022	221004	WEED ABATEMENT SVCS-APN 482-180-074	
		08/01/2022	221003	WEED ABATEMENT SVCS-APN 482-190-022	
		08/01/2022	221044	WEED ABATEMENT SVCS-APN 479-230-018	
		08/01/2022	221016	WEED ABATEMENT SVCS-APN 478-174-020	
		08/01/2022	221018	WEED ABATEMENT SVCS-APN 475-190-022	
		08/01/2022	221019	WEED ABATEMENT SVCS-APN 475-182-053	
		08/01/2022	221020	WEED ABATEMENT SVCS-APN 475-182-052	
		08/01/2022	221021	WEED ABATEMENT SVCS-APN 475-182-051	
		08/01/2022	221022	WEED ABATEMENT SVCS-APN 475-182-050	
		08/01/2022	221011	WEED ABATEMENT SVCS-APN 481-200-033	
		08/01/2022	221005	WEED ABATEMENT SVCS-APN 482-060-041	
		08/01/2022	221023	WEED ABATEMENT SVCS-APN 475-182-049	
		08/01/2022	221034	WEED ABATEMENT SVCS-APN 263-220-011	
		08/01/2022	221048	WEED ABATEMENT SVCS-APN 473-220-014	
		08/01/2022	221043	WEED ABATEMENT SVCS-APN 422-070-033	
		08/01/2022	221015	WEED ABATEMENT SVCS-APN 478-174-021	

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

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
Remit to: MORENO VALLEY, CA					FYTD: \$58,310.82
ITRON, INC.	34454	08/22/2022	626501	AMI COLLECTORS SYSTEM	\$131,133.80
Remit to: LIBERTY LAKE, WA					FYTD: \$135,691.63
KOA CORPORATION	243958	08/08/2022	JC04042x15	JUAN BAUTISTA TRAIL ATP 4	\$60,267.10
Remit to: MONTEREY PARK, CA					FYTD: \$60,267.10
LIBRARY SYSTEMS & SERVICES, LLC	34456	08/22/2022	INV6136A	LIBRARY GRANT-CLLS-JULY 2022	\$403,080.45
		08/22/2022	INV6045	LIBRARY CONTRACT SVCS & MATERIALS-MAIN/MALL/IRIS-AUGUST 2022	
		08/22/2022	INV5879	LIBRARY CONTRACT SVCS & MATERIALS-MAIN/MALL/IRIS-JULY 2022	
Remit to: ROCKVILLE, MD					FYTD: \$422,869.34
M. BREY ELECTRIC, INC.	34408	08/15/2022	7869	GVBR BLINDS REPAIR-CONFERENCE & REC CENTER	\$57,573.34
		08/15/2022	7890	BRIEFING ROOM PAINT SERVICE-PUBLIC SAFETY BLDG.	
		08/15/2022	7830	DOOR #6 REPAIR-FIRE STATION 58	
		08/15/2022	7831	FRONT BAY DOOR REPAIR-FIRE STATION 65	
		08/15/2022	7889	PAINT SERVICE-PUBLIC SAFETY BLDG.	
		08/15/2022	7859	ROLL UP DOOR REPAIR-CITY YARD	
Remit to: BEAUMONT, CA					FYTD: \$57,573.34

Attachment: AUGUST 2022 PAYMENT REGISTER (5970 : AUGUST PAYMENT REGISTER 2022)



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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
MARIPOSA LANDSCAPES, INC.	34305	08/01/2022	98267	LANDSCAPE MAINT.-VETERANS MEMORIAL-JUN. 2022	\$51,192.86
		08/01/2022	98254	LANDSCAPE MAINT.-AQUEDUCT/SCE AND OLD LAKE DRIVE-JUN. 2022	
		08/01/2022	98255	LANDSCAPE MAINT.-ANIMAL SHELTER-JUN. 2022	
		08/01/2022	98256	LANDSCAPE MAINT.-MARCH ANNEX BUILDING-JUN. 2022	
		08/01/2022	98270	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY/FAY TO GENTIAN-JUN. 2022	
		08/01/2022	98266	LANDSCAPE MAINT.-CITY HALL ANNEX-JUN. 2022	
		08/01/2022	98271	LANDSCAPE MAINT.-AMPHITHEATER FACILITY-JUN. 2022	
		08/01/2022	98268	LANDSCAPE MAINT.-CITY YARD SANTIAGO OFFICE-JUN. 2022	
		08/01/2022	98257	LANDSCAPE MAINT.-CITY YARD-JUN. 2022	
		08/01/2022	98258	LANDSCAPE MAINT.-CONFERENCE & REC. CENTER-JUN. 2022	
		08/01/2022	98261	LANDSCAPE MAINT.-PUBLIC SAFETY BUILDING-JUN. 2022	
		08/01/2022	98262	LANDSCAPE MAINT.-SENIOR CENTER-JUN. 2022	
		08/01/2022	98265	LANDSCAPE MAINT.-CITY HALL-JUN. 2022	
		08/01/2022	98260	LANDSCAPE MAINT.-LIBRARY-JUN. 2022	
		08/01/2022	98253	LANDSCAPE MAINT.-SOUTH AQUEDUCT B-JUN. 2022	
		08/01/2022	98272	LANDSCAPE MAINT.-NPDES WQB-JUN. 2022	
		08/01/2022	98264	LANDSCAPE MAINT.-FIRE STATIONS 2, 6, 48, 58, 65, 91, & 99-JUN22	
		08/01/2022	98358	LANDSCAPE WORK-JUN22-PERHAM-REPAIR FIRE DAMAGE TO PLANTS/IRRIG.	
		08/01/2022	98252	LANDSCAPE MAINT.-SOUTH AQUEDUCT A-JUN. 2022	
		08/01/2022	98245	LANDSCAPE MAINT.-TOWNGATE COMMUNITY CENTER-JUN. 2022	
		08/01/2022	98246	LANDSCAPE MAINT.-TOWNGATE AQUEDUCT BIKEWAY-JUN. 2022	
		08/01/2022	98247	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY/BAY AVE. TO GRAHAM-JUN. 2022	
		08/01/2022	98248	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY-DELPHINIUM/PERHAM TO JFK-JUN22	

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
MARIPOSA LANDSCAPES, INC.	34305	08/01/2022	98244	LANDSCAPE MAINT.-SD LMD ZONE 02-JUN. 2022	
		08/01/2022	98351	LANDSCAPE EXTRA WORK-JUN22-ZONE 02/IRRIGATION REPAIRS	
		08/01/2022	98251	LANDSCAPE MAINT.-PAN AM SECTION AQUEDUCT-JUN. 2022	
		08/01/2022	98357	LANDSCAPE WORK-JUN22-SCE/OLD LAKE RD.-REPLACE VANDALIZED IRRIG.	
		08/01/2022	98356	LANDSCAPE EXTRA WORK-JUN22-NPDES WQB/REPLENISH PLANT MATERIAL	
		08/01/2022	98355	LANDSCAPE EXTRA WORK-JUN22-NPDES WQB/REPLENISH PLANT MATERIAL	
		08/01/2022	98354	LANDSCAPE EXTRA WORK-JUN22-NPDES WQB/REPLENISH PLANT MATERIAL	
		08/01/2022	98353	LANDSCAPE EXTRA WORK-JUN22-ZONE 02/IRRIGATION REPAIRS	
		08/01/2022	98250	LANDSCAPE MAINT.-NORTH AQUEDUCT-JUN. 2022	
		08/01/2022	98352	LANDSCAPE EXTRA WORK-JUN22-ZONE 02/IRRIGATION REPAIRS	
		08/01/2022	98249	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY/VANDENBERG TO FAY-JUN. 2022	

Remit to: IRWINDALE, CA

FYTD: \$86,487.91

Attachment: AUGUST 2022 PAYMENT REGISTER (5970 : AUGUST PAYMENT REGISTER 2022)



City of Moreno Valley
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CHECKS IN THE AMOUNT OF \$25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
MERCHANTS BUILDING MAINTENANCE, LLC.	34306	08/01/2022	678344	CITY-WIDE ROUTINE JANITORIAL SERVICES - JUN. 2022	\$58,273.75
		08/01/2022	671947	EMERGENCY RESPONSE TO BIO-CLEAN WOMENS RESTROOM AT MAIN LIBRARY	
		08/01/2022	658513	ENHANCED COVID-19 CLEANING SERVICES-CITY COUNCIL CHAMBER 1/28/22	
		08/01/2022	678343	DAY PORTER SERVICES FOR ENHANCED COVID-19 CLEANING-JUN. 2022	
		08/01/2022	678355	DEEP CLEANING OF ALL CHAIRS IN COUNCIL CHAMBERS ON 6/24/22	
Remit to: MONTEREY PARK, CA					FYTD: \$79,641.75
MORENO VALLEY UTILITY	244006	08/15/2022	JUL-22 8/15/22	ELECTRICITY CHARGES FOR PERIOD 06/24-07/22/22	\$133,051.11
Remit to: HEMET, CA					FYTD: \$249,098.61
PERMA	34416	08/15/2022	200-MV2047	CLAIM SETTLEMENT REIMBURSEMENT-MV2047-M. QUINTANILLA	\$75,000.00
Remit to: PALM DESERT, CA					FYTD: \$1,834,082.00
PUBLIC RISK, INNOVATION, SOLUTIONS, AND MANAGEMENT	34459	08/22/2022	23100142	EXCESS WORKERS' COMPENSATION PROGRAM FEES 7/1/22-6/30/23	\$267,673.00
Remit to: FOLSOM, CA					FYTD: \$267,673.00
RE ASTORIA 2 LLC	34418	08/15/2022	2022_07_RE AST 2	RENEWABLE ENERGY-MV UTILITY-JUNE 2022	\$86,262.65
		08/15/2022	2022_08_RE AST 2	RENEWABLE ENERGY-MV UTILITY-JULY 2022	
Remit to: SAN FRANCISCO, CA					FYTD: \$163,493.47

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RIVERSIDE CONSTRUCTION COMPANY, INC	34421	08/15/2022	220602	SR-60/MORENO BEACH IC PHASE 2	\$60,331.99
Remit to: RIVERSIDE, CA					FYTD: \$60,331.99
RIVERSIDE COUNTY SHERIFF'S DEPT.	244013	08/15/2022	SH0000041560	CAL-ID MEMBER ASSESSMENT 7/1/22-6/30/23	\$209,426.00
Remit to: RIVERSIDE, CA					FYTD: \$209,426.00
SALVATION ARMY	34355	08/08/2022	10/CDBG HTW 2021	CDBG SUBRECIPIENT PAYMENT-NEIGHBORHOOD CLEAN-UP/HOMELESS TO WORK	\$154,030.26
		08/08/2022	FY21/2 ESG-INV 8	ESG SUBRECIPIENT PAYMENT-STREET OUTREACH PROGRAM	
		08/08/2022	FY21/2 ESG-INV 6	ESG SUBRECIPIENT PAYMENT-STREET OUTREACH PROGRAM	
		08/08/2022	ESG-CV2 SA2_#6	ESG-CV SA#2 EMERG. SHELTER/ST. OUTREACH/RAPID REHOUSING PROGRAM	
		08/08/2022	ESG-CV_INV. 16	ESG-CV1 RAPID REHOUSING/HOMELESS PREVENTION PROGRAM PAYMENT	
		08/08/2022	9 /CDBG HTW 2021	CDBG SUBRECIPIENT PAYMENT-NEIGHBORHOOD CLEAN-UP/HOMELESS TO WORK	
		08/08/2022	8 /CDBG HTW 2021	CDBG SUBRECIPIENT PAYMENT-NEIGHBORHOOD CLEAN-UP/HOMELESS TO WORK	
		08/08/2022	11/CDBG HTW 2021	CDBG SUBRECIPIENT PAYMENT-NEIGHBORHOOD CLEAN-UP/HOMELESS TO WORK	
		08/08/2022	FY21/2 ESG-INV 7	ESG SUBRECIPIENT PAYMENT-STREET OUTREACH PROGRAM	
		08/08/2022	12/CDBG HTW 2021	CDBG SUBRECIPIENT PAYMENT-NEIGHBORHOOD CLEAN-UP/HOMELESS TO WORK	
Remit to: MORENO VALLEY, CA					FYTD: \$169,497.66

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SHELL ENERGY NORTH AMERICA (US) L.P.	34424	08/15/2022	2848253	RESOURCE ADEQUACY-M.V. UTILITY/JUL. 2022	\$61,000.00
Remit to: PHILADELPHIA, PA					<u>FYTD:</u> \$122,000.00

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SOUTHERN CALIFORNIA EDISON	243931	08/01/2022	7501399670	WDAT CHARGES-MVU/24417 NANDINA AVE. SUBSTATION-JUN. 2022	\$61,962.76	
		08/01/2022	7501399662	WDAT CHARGES-MVU/IRIS AVE.-JUN. 2022		
		08/01/2022	7501399663	WDAT CHARGES-MVU/GRAHAM ST.-JUN. 2022		
		08/01/2022	7501399664	WDAT CHARGES-MVU/GLOBE ST.-JUN. 2022		
		08/01/2022	7501399665	WDAT CHARGES-MVU/NANDINA AVE.-JUN. 2022		
		08/01/2022	7501399666	WDAT CHARGES-MVU/FREDERICK AVE.-JUN. 2022		
		08/01/2022	7501399667	WDAT CHARGES-MVU/SUBSTATION 115KV INTERCONNECTION-JUN. 2022		
		08/01/2022	7501399645	WDAT CHARGES-MVU/17160 KITCHING ST. SUBSTATION-JUN. 2022		
		08/08/2022	282492235/JUL-22	ELECTRICITY-FERC CHARGES/MVU		\$79,910.47
		08/08/2022	570511709/JUL-22	IFA CHARGES-SUBSTATION		
08/08/2022	498683714/JUL-22	ELECTRICITY CHARGES FOR ACQUIRED STREETLIGHTS				
08/08/2022	433869021/JUL-22	ELECTRICITY CHARGES FOR ADDED STREETLIGHTS				
08/08/2022	435293103/JUL-22	ELECTRICITY CHARGES FOR ADDED STREETLIGHTS				
08/08/2022	431591238/JUL-22	ELECTRICITY CHARGES FOR ACQUIRED STREETLIGHTS				
08/08/2022	355556776/JUL-22	ELECTRICITY CHARGES FOR ACQUIRED STREETLIGHTS				
08/08/2022	559238386/JUL-22	IFA & DISTRIBUTION UPGRADE CHARGES-KITCHING SUBSTATION				
08/08/2022	JUL-22 8/08/22	ELECTRICITY CHARGES				
244054	08/22/2022	JUL-22 8/22/22	ELECTRICITY CHARGES	\$39,254.18		
244079	08/29/2022	395913224/JUN-22	ELECTRICITY CHARGES	\$54,014.16		
		AUG-22 8/29/22	ELECTRICITY CHARGES			
		JUL-22 8/29/22	ELECTRICITY CHARGES			

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SOUTHERN CALIFORNIA EDISON	244080	08/29/2022	7501445699	WDAT CHARGES-MVU/NANDINA AVE.-JUL. 2022	\$60,093.32
		08/29/2022	7501445697	WDAT CHARGES-MVU/GRAHAM ST.-JUL. 2022	
		08/29/2022	7501445678	WDAT CHARGES-MVU/17160 KITCHING ST. SUBSTATION-JUL. 2022	
		08/29/2022	7501445700	WDAT CHARGES-MVU/FREDERICK AVE.-JUL. 2022	
		08/29/2022	7501445704	WDAT CHARGES-MVU/24417 NANDINA AVE. SUBSTATION-JUL. 2022	
		08/29/2022	7501445701	WDAT CHARGES-MVU/SUBSTATION 115KV INTERCONNECTION-JUL. 2022	
		08/29/2022	7501445698	WDAT CHARGES-MVU/GLOBE ST.-JUL. 2022	
		08/29/2022	7501445696	WDAT CHARGES-MVU/IRIS AVE.-JUL. 2022	
Remit to: ROSEMEAD, CA					FYTD: \$562,473.74
STEVEN B. QUINTANILLA A PROFESSIONAL CORPORATION	34315	08/01/2022	JUNE 2022	LEGAL SERVICES 6/1 TO 6/30/22	\$177,219.35
		08/01/2022	JUN-22/MILLER	SPECIAL COUNSEL LITIGATION SERVICES 6/01-6/30/22	
		08/01/2022	MAY 2022	LEGAL SERVICES 5/1 TO 5/31/22	
Remit to: PALM SPRINGS, CA					FYTD: \$418,827.40
TENASKA ENERGY, INC	34466	08/22/2022	MOREN00202208190	ELECTRICITY POWER PURCHASE-MV UTILITY	\$643,425.40
Remit to: ARLINGTON, TX					FYTD: \$1,488,783.26
THE ADVANTAGE GROUP/ FLEX ADVANTAGE	34316	08/01/2022	202208	AUGUST 2022 RETIREE MEDICAL BENEFIT BILLING	\$52,831.13
Remit to: TEMECULA, CA					FYTD: \$105,728.31

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THINK TOGETHER, INC	34497	08/29/2022	121-23-015	SUMMER PROGRAM EDMONT ELEMENTARY-21ST CCLC_JULY22 SVCS FY22/23	\$26,096.67
Remit to: SANTA ANA, CA					FYTD: \$2,723,705.13
TKE ENGINEERING INC	244020	08/15/2022	2022-433	CONSULTANT PLAN CHECK SERVICES-TR. 37544 BRODIAEA 45/PEN18-0092	\$59,775.00
		08/15/2022	2022-437	CONSULTANT PLAN CHECK SERVICES-PROJECT 128-13.07-TRACT 38123	
		08/15/2022	2022-130	SENIOR ENGINEER CONSULTING SERVICES-PROJECT 128-11/JAN-FEB. 2022	
		08/15/2022	2022-549	SENIOR ENGINEER CONSULTING SERVICES-PROJECT 128-11/MAY 2022	
		08/15/2022	2022-284	SENIOR ENGINEER CONSULTING SERVICES-PROJECT 128-11/MAR. 2022	
		08/15/2022	2022-435	SENIOR ENGINEER CONSULTING SERVICES-PROJECT 128-11/APR. 2022	
		08/15/2022	2022-436	CONSULTANT PLAN CHECK SERVICES-PROJECT 128-13.06 RES. CORP. CTR.	
		08/15/2022	2022-538	CONSULTANT PLAN CHECK SERVICES-TR. 37544 BRODIAEA 45/PEN18-0092	
		08/15/2022	2022-659	CONSULTANT PLAN CHECK SERVICES-PROJECT 128-13.07-TRACT 38123	
Remit to: RIVERSIDE, CA					FYTD: \$68,795.00
U.S. BANK/CALCARDS	34321	08/01/2022	07-27-22	JULY 2022 CALCARD ACTIVITY	\$387,836.57
Remit to: ST. LOUIS, MO					FYTD: \$745,746.38

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VISTA PAINT CORPORATION	34472	08/22/2022	2022-620389-00	TRAFFIC PAINT, GLASS BEADS, AND OTHER SUPPLIES	\$30,359.19
		08/22/2022	2022-620497-00	TRAFFIC PAINT SUPPLIES - GLASS BEADS	
		08/22/2022	2022-645427-00	ON-LINE TRAFFIC FAST DRY PAINT-YELLOW, WHITE, & BLACK	
Remit to: FULLERTON, CA					FYTD: \$30,359.19
WILLDAN ENGINEERING	34436	08/15/2022	002-26836	PLAN CHECK & INSPECTION SERVICES FOR BLDG. & SAFETY DEPT.- JUN22	\$171,987.75
		08/15/2022	002-26367	PLAN CHECK & INSPECTION SERVICES FOR BLDG. & SAFETY DEPT.- APR22	
		08/15/2022	002-26496	PLAN CHECK & INSPECTION SERVICES FOR BLDG. & SAFETY DEPT.- MAY22	
Remit to: ANAHEIM, CA					FYTD: \$172,995.25
WRCRCA	34360	08/08/2022	JUN-2022 MSHCP	MSHCP FEES COLLECTED FOR JUNE 2022-RESIDENTIAL SINGLE FAMILY	\$61,795.00
	34502	08/29/2022	JUL-2022 MSHCP	MSHCP FEES COLLECTED FOR JULY 2022-RESIDENTIAL & COMMERCIAL/IND.	\$152,957.68
Remit to: RIVERSIDE, CA					FYTD: \$320,305.83
TOTAL AMOUNTS OF \$25,000 OR GREATER					\$12,949,155.9

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4LEAF, INC	243946	08/08/2022	J3988B	PLANNING SERVICES-JUNE 2022	\$9,160.00
		08/08/2022	J3988A	PLANNING SERVICES-MAY 2022	
Remit to: PLEASANTON, CA					<u>FYTD:</u> \$9,160.00
AARVIG AND ASSOCIATES, APC	244043	08/22/2022	120708	LEGAL SERVICES-CLAIM MV2047 (M. QUINTANILLA)	\$2,192.50
Remit to: REDLANDS, CA					<u>FYTD:</u> \$16,567.43
ACCO ENGINEERED SYSTEMS, INC	34363	08/15/2022	20287876	HVAC REPAIR-ANNEX 1	\$3,875.00
		08/15/2022	20283426	CONFERENCE ROOM SPLIT SYSTEM-CITY HALL	
		08/15/2022	20287771	HVAC REPAIRFIRE STATION 99	
Remit to: PASADENA, CA					<u>FYTD:</u> \$18,924.00
ACEVES, ANGELICA	34364	08/15/2022	SUMMER 2022	TUITION/EMPLOYEE EDUCATION REIMBURSEMENT	\$147.99
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$362.99
ACTIVE NETWORK, LLC	243994	08/15/2022	CB202111_0013	CUSTOMER CHARGEBACK FOR PCSD ACTIVITY	\$85.90
Remit to: PLANO, TX					<u>FYTD:</u> \$85.90
ADMINSURE	34365	08/15/2022	15107	WORKERS' COMP CLAIM ADMIN-JUNE 2022	\$2,369.00
	34474	08/29/2022	15262	WORKERS' COMP CLAIM ADMIN-AUGUST 2022	\$4,882.00
		08/29/2022	15183	WORKERS' COMP CLAIM ADMIN-JULY 2022	
Remit to: ONTARIO, CA					<u>FYTD:</u> \$7,251.00
ADOPT A HIGHWAY LITTER REMOVAL SERVICE OF AMERICA	34325	08/08/2022	216712	HWY 60 WB	\$625.00
Remit to: ENCINITAS, CA					<u>FYTD:</u> \$625.00

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AGUILAR, JAIME	244027	08/15/2022	R22-166920	ANIMAL SERVICES REFUND-LATE LICENSE FEE CHARGED BY MISTAKE	\$21.00
Remit to: MORENO VALLEY, CA					FYTD: \$21.00
AIR EXCHANGE INC	34475	08/29/2022	91607611	PLYMOVENT MAINT & REPAIR-FIRE STATIONS	\$741.65
Remit to: FAIRFIELD, CA					FYTD: \$741.65
AIRESPRING INC.	34326	08/08/2022	162077475	LOCAL/LONG DISTANCE CALLS & INTERNET SVC-JUL 22	\$2,829.05
	34476	08/29/2022	163078883	LOCAL/LONG DISTANCE CALLS & INTERNET SVC-AUG 22	\$2,873.81
Remit to: VAN NUYS, CA					FYTD: \$5,702.86
ALSHARA, MUNTATHER	244061	08/22/2022	R22-167111	ANIMAL SERVICES REFUND-RETURN ADOPTION FEES	\$47.00
Remit to: MORENO VALLEY, CA					FYTD: \$47.00
AMERICAN FENCE COMPANY, INC.	34477	08/29/2022	2404638	TEMPORARY FENCE-25235 LEANN CT-JULY 2022	\$685.00
		08/29/2022	2376813	TEMPORARY FENCE-25235 LEANN CT-APRIL 2022	
		08/29/2022	2390411	TEMPORARY FENCE-25235 LEANN CT-MAY 2022	
		08/29/2022	2397224	TEMPORARY FENCE-25235 LEANN CT-JUNE 2022	
		08/29/2022	2411443	TEMPORARY FENCE-25235 LEANN CT-AUG 2022	
Remit to: PERRIS, CA					FYTD: \$685.00
AMERICAN FORENSIC NURSES	34280	08/01/2022	CM76212	CREDIT MEMO-RFS SLIP 719177 REMOVED FROM INV 76190	\$1,780.94
		08/01/2022	76190	PHLEBOTOMY SVCS	
	34366	08/15/2022	76213	PHLEBOTOMY SVCS	\$61.22
	34443	08/22/2022	76285	PHLEBOTOMY SVCS	\$1,780.94
		08/22/2022	76284	PHLEBOTOMY SVCS	
		08/22/2022	76324	PHLEBOTOMY SVCS	
Remit to: LA QUINTA, CA					FYTD: \$3,623.10

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ANIMAL PEST MANAGEMENT SERVICES, INC.	34327	08/08/2022	635422	PEST MANAGEMENT SERVICE-PARKS	\$1,865.76
Remit to: CHINO, CA					FYTD: \$3,830.96
APOLLO III DEVELOPMENT GROUP, LLC	243975	08/08/2022	PEN18-0064	REFUND FOR EROSION CONTROL DEPOSIT FOR PROJECT PEN18-0064	\$2,487.50
Remit to: ESCONDIDO, CA					FYTD: \$2,487.50
APPLE ONE EMPLOYMENT SERVICES	34367	08/15/2022	S9069225	TEMP EMPLOYMENT SERVICES-WE 4/30-5/21/22-E. GIPSON (HR)	\$10,670.80
		08/15/2022	S9031934	TEMP EMPLOYMENT SERVICES-WE 4/02-4/23/22-E. GIPSON (HR)	
Remit to: GLENDALE, CA					FYTD: \$10,670.80
ARIA MANAGEMENT LLC	34281	08/01/2022	AUGUST 2022	LEASE PAYMENT-LIBRARY-AUGUST 2022	\$23,333.94
		08/01/2022	JULY 2022	LEASE PAYMENT-LIBRARY-JULY 2022	
	34478	08/29/2022	SEPTEMBER 2022	LEASE PAYMENT-LIBRARY-SEPTEMBER 2022	\$11,666.97
Remit to: YORBA LINDA, CA					FYTD: \$35,000.91
AUSTIN, NORMA	244062	08/22/2022	R22-167112	ANIMAL SERVICES REFUND-RETURN ADOPTION FEES	\$23.00
Remit to: MORENO VALLEY, CA					FYTD: \$23.00
BAILEY, KEVIN	244063	08/22/2022	R22-165849	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					FYTD: \$75.00
BAKER, LEAH RIMERIS	244088	08/29/2022	R22-165630	ANIMAL SERVICES REFUND-RABIES DEPOSIT	\$20.00
Remit to: LOMA LINDA, CA					FYTD: \$20.00
BERLITZ LANGUAGES, INC.	243919	08/01/2022	001-274-22-02021	BILINGUAL EXAMS	\$150.00
Remit to: PRINCETON, NJ					FYTD: \$450.00

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BIO-TOX LABORATORIES, INC.	243920	08/01/2022	42462	FORENSIC TOXICOLOGY TESTING SVCS FOR PD	\$46.00
	243947	08/08/2022	43126	FORENSIC TOXICOLOGY TESTING SVCS FOR PD	\$8,564.00
		08/08/2022	43073	FORENSIC TOXICOLOGY TESTING SVCS FOR PD	
		08/08/2022	43072	FORENSIC TOXICOLOGY TESTING SVCS FOR PD	
Remit to: RIVERSIDE, CA					FYTD: \$15,705.00
BLESSED MINISTRY COMMUNITY DEVELOPMENT, INC.	34479	08/29/2022	AUG. 22, 2022	DONATION FOR BACKPACK GIVEAWAY	\$300.00
Remit to: MORENO VALLEY, CA					FYTD: \$300.00
BMW MOTORCYCLES OF RIVERSIDE	34328	08/08/2022	6030712	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	\$8,886.69
		08/08/2022	6030534	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	
		08/08/2022	6030713	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	
		08/08/2022	6030671	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	
		08/08/2022	6030552	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	
	34368	08/15/2022	6030867	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	\$2,495.84
		08/15/2022	6030789	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	
		08/15/2022	6030749	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	
Remit to: RIVERSIDE, CA					FYTD: \$84,052.62
BOWIE, MAURICE	243940	08/01/2022	R22-166547	ANIMAL SERVICES REFUND-OVER CHARGE ON DISPOSAL FEE	\$15.00
Remit to: MORENO VALLEY, CA					FYTD: \$15.00

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BOX SPRINGS MUTUAL WATER COMPANY	243921	08/01/2022	1087-1 7/27/22	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	\$443.11
		08/01/2022	36-1 7/27/22	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		08/01/2022	331-1 7/27/22	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		08/01/2022	204-9 7/27/22	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		08/01/2022	1088-1 7/27/22	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		08/01/2022	45-4 7/27/22	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		08/01/2022	1086-1 7/27/22	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		08/01/2022	195-5 7/27/22	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		08/01/2022	1084-1 7/27/22	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		08/01/2022	80-4 7/27/22	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		08/01/2022	721-1 7/27/22	WATER USAGE-TOWNGATE-JULY 2022	
		08/01/2022	1085-1 7/27/22	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		08/01/2022	189-13 7/27/22	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
Remit to: MORENO VALLEY, CA					FYTD: \$888.83
BOYD, ZAMIER	243976	08/08/2022	2002796.047	REFUND-VALLEY DAY CAMP	\$94.80
Remit to: MORENO VALLEY, CA					FYTD: \$94.80

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
BRAUN BLAISING SMITH WYNNE, P.C.	34283	08/01/2022	20552	LEGAL SERVICES-MV UTILITY-JUNE 2022	\$275.81
Remit to: SACRAMENTO, CA					FYTD: \$275.81
BRIGHTER NOW & JONES CONSULTING LLC	243948	08/08/2022	7/20/2022	HIRE A MOVAL GRAD INCENTIVE PROGRAM	\$3,000.00
Remit to: MORENO VALLEY, CA					FYTD: \$3,000.00
BRIGHTVIEW LANDSCAPE SERVICES, INC.	34284	08/01/2022	7859047	LANDSCAPE MAINT-ZONE D, M, S, 09, 01G, 01H, 01K, & 02A	\$23,499.34
		08/01/2022	7905793	LANDSCAPE MAINT-ZONE D, M, S, 09, 01G, 01H, 01K, & 02A	
	34370	08/15/2022	7985566	LANDSCAPE MAINT-ZONE D, M, S, 01G, & 01H	\$21,503.78
		08/15/2022	7849735	LANDSCAPE MAINT-ZONE D, M, S, & 09	
		08/15/2022	7896869	LANDSCAPE MAINT-ZONE D, M & S	
		08/15/2022	7940072	LANDSCAPE MAINT-ZONE D, 01G, & 01K	
Remit to: PASADENA, CA					FYTD: \$45,003.12
BROWN, PATSY D.	243977	08/08/2022	NOV. 2, 2021	CANDIDATE STATEMENT REIMBURSEMENT-11/2/21 GEN. ELECTION	\$357.77
Remit to: MORENO VALLEY, CA					FYTD: \$357.77
CALIFA GROUP	243996	08/15/2022	Q4 (APR-JUN2022)	HIGH SPEED BROADBAND CONNECTIVITY - APR-JUN 2022	\$18,187.01
		08/15/2022	5624	HIGH SPEED BROADBAND CONNECTIVITY-JAN-MAR 2022	
Remit to: SAN MATEO, CA					FYTD: \$18,187.01
CALIFORNIA NEWSPAPERS PARTNERSHIP	243949	08/08/2022	0011527148	PUBLIC HEARING NOTICE ADVERTISING-PEN21-0005	\$522.40
		08/08/2022	0011527146	PUBLIC HEARING NOTICE ADVERTISING-PEN21-0206	
Remit to: WILLOUGHBY, OH					FYTD: \$2,220.35

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CAMERON-DANIEL, P.C.	34372	08/15/2022	1331	LEGAL SERVICES-MV UTILITY	\$5,582.50
Remit to: SEBASTOPOL, CA					FYTD: \$13,255.00
CARSON TRAILER, INC.	244042	08/15/2022	124350	TRANSPORT TRAILER-04528	\$12,452.03
Remit to: GARDENA, CA					FYTD: \$12,452.03
CASC ENGINEERING AND CONSULTING, INC.	34373	08/15/2022	0046536	PLAN CHECK SVCS-PWQMP	\$4,637.25
		08/15/2022	0046700	PLAN CHECK SVCS-PWQMP	
Remit to: COLTON, CA					FYTD: \$4,637.25
CASTANEDA, AZUCENA	243978	08/08/2022	2002764.047	REFUND DEPOSIT FOR TOWNGATE COMMUNITY CENTER	\$209.60
Remit to: MORENO VALLEY, CA					FYTD: \$209.60
CBRE, INC.	34374	08/15/2022	0060983-1-22	APPRAISAL REPORT - E/S INDIAN STREET, N/O COTTONWOOD AVE.	\$4,000.00
Remit to: ATLANTA, GA					FYTD: \$4,000.00
CHANDLER ASSET MANAGEMENT, INC	34329	08/08/2022	2206MORENOVA	INVESTMENT MANAGEMENT SVCS-JUNE 2022	\$8,727.00
Remit to: SAN DIEGO, CA					FYTD: \$8,727.00
CHARMING PRINCESS PARTIES	34376	08/15/2022	8266	PARKS SPECIAL EVENT-MIRABEL	\$250.00
Remit to: HEMET, CA					FYTD: \$250.00
CHEN, MATTHEW	243979	08/08/2022	NOV. 2, 2021	CANDIDATE STATEMENT REIMBURSEMENT-11/2/21 GEN. ELECTION	\$357.77
Remit to: MORENO VALLEY, CA					FYTD: \$357.77

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CHRIS ALAN VOGT DBA CAV CONSULTING	34377	08/15/2022	21033	SENIOR ENGINEER CONSULTING SERVICES (LDD)-JULY 2022	\$10,584.00
Remit to: RIVERSIDE, CA					FYTD: \$44,524.00
CINTAS CORPORATION NO. 2	34286	08/01/2022	4120899234	UNIFORM RENTAL & LAUNDERING SRVS FY 21/22	\$1,167.53
	34378	08/15/2022	5108178139	FIRST AID KIT SUPPLIES-IRIS PLAZA LIBRARY	\$337.21
		08/15/2022	5106994040	FIRST AID KIT SUPPLIES-IRIS PLAZA LIBRARY	
Remit to: CINCINNATI, OH					FYTD: \$9,936.71
CLARK, PHYLLIS	243980	08/08/2022	2002761.047	TOWNGATE COMM. CTR. RENTAL REFUND	\$209.60
Remit to: RIVERSIDE, CA					FYTD: \$209.60
COLANTUONO, HIGHSMITH & WHATLEY, PC	244071	08/29/2022	52901	LEGAL SERVICES - RE: UNDER COLLECTION OF UTILITY USER TAXES	\$1,565.70
		08/29/2022	52899	LEGAL SERVICES - RE: PENALTIES & INTEREST	
Remit to: GRASS VALLEY, CA					FYTD: \$5,881.57
COLONIAL SUPPLEMENTAL INSURANCE	243997	08/15/2022	71330690801453	EMPLOYEE SUPPLEMENTAL INSURANCE	\$6,820.60
Remit to: COLUMBIA, SC					FYTD: \$13,620.53
COLORADO, ESTHER	244064	08/22/2022	R22-166512	ANIMAL SERVICES REFUND-RABIES DEPOSIT	\$20.00
Remit to: MONTEBELLO, CA					FYTD: \$20.00
COMMUNITY HEALTH SYSTEMS, INC	243950	08/08/2022	JUL2022	SPONSORSHIP - BACKPACK GIVEAWAY	\$500.00
	243951	08/08/2022	7/20/2022	HIRE A MOVAL GRAD INCENTIVE PROGRAM	\$5,000.00
Remit to: MORENO VALLEY, CA					FYTD: \$5,500.00

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COMPLETE SOLAR INC	244028	08/15/2022	BON22-1276	REFUND BUILDING PERMIT FEE-PROJECT CANCELLED-14175 TRAVERS DR	\$263.04
Remit to: SAN RAMON, CA					FYTD: \$263.04
CONCHAS, ROBERTA	244065	08/22/2022	R22-165923	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					FYTD: \$75.00
CORODATA MEDIA STORAGE INC.	34380	08/15/2022	DS1302438	OFF-SITE MEDIA STORAGE-JUNE 2022	\$518.18
Remit to: LOS ANGELES, CA					FYTD: \$518.18
CORTES, JOSE	244029	08/15/2022	R22-166613	ANIMAL SERVICES REFUND-OVERPAYMENT ON WEB LICENSE	\$13.00
Remit to: MORENO VALLEY, CA					FYTD: \$13.00
COSCO FIRE PROTECTION, INC.	243998	08/15/2022	1000576429	ANNUAL FIRE EXTINGUISHER REPAIRS-FIRE STATION 2	\$4,746.00
		08/15/2022	1000573724	ANNUAL FM-200 INSPECTION-CITY HALL	
		08/15/2022	1000576428	ANNUAL FIRE EXTINGUISHER REPAIRS-SANTIAGO CITY YARD	
		08/15/2022	1000573894	ANNUAL FM200 INSPECTION-EMERGENCY OPS CENTER	
		08/15/2022	1000576423	ANNUAL FIRE EXTINGUISHER REPAIRS-FIRE STATION 48	
		08/15/2022	1000576441	FIRE EXTINGUISHER REPAIRS-FIRE STATION 58	
		08/15/2022	1000576672	ANNUAL FIRE EXTINGUISHER REPAIRS-TOWNGATE COMM CENTER	
		08/15/2022	1000576444	ANNUAL FIRE EXTINGUISHER REPAIRS-FIRE STATION 65	
		08/15/2022	1000576703	ANNUAL FIRE EXTINGUISHER REPAIRS-EMERGENCY OPS CENTER	
		08/15/2022	1000573891	ANNUAL FM200 INSPECTION-PUBLIC SAFETY BLDG.	
Remit to: BRE A, CA					FYTD: \$4,746.00
COUNTRY SQUIRE ESTATES	243999	08/15/2022	JULY 2022	UUT REFUND FOR JULY 2022	\$21.33
Remit to: ONTARIO, CA					FYTD: \$38.06

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COUNTY OF RIVERSIDE	243922	08/01/2022	22-176486	RECORDATION DOCUMENTS	\$58.00
	243952	08/08/2022	AC0000001919	LAFCO FEES FY 22/23	\$22,271.99
	244044	08/22/2022	PE0000000475	TRAFFIC MOTOR COMMUNICATIONS FOR PD	\$2,174.76

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COUNTY OF RIVERSIDE	244072	08/29/2022	3536	REGISTERED VOTERS CONFIRMATION-CFD NO. 2021-01/AMENDMENT NO. 34	\$910.00
		08/29/2022	3543	REGISTERED VOTERS CONFIRMATION-CFD NO. 2021-01/AMENDMENT NO. 28	
		08/29/2022	3535	REGISTERED VOTERS CONFIRMATION-CFD NO. 2021-01/AMENDMENT NO. 25	
		08/29/2022	3544	REGISTERED VOTERS CONFIRMATION-CFD NO. 2014-01/AMENDMENT NO. 71	
		08/29/2022	3545	REGISTERED VOTERS CONFIRMATION-CFD NO. 2021-01/AMENDMENT NO. 35	
		08/29/2022	3546	REGISTERED VOTERS CONFIRMATION-CFD NO. 2014-01/AMENDMENT NO. 72	
		08/29/2022	3547	REGISTERED VOTERS CONFIRMATION-CFD NO. 2021-01/AMENDMENT NO. 38	
		08/29/2022	3548	REGISTERED VOTERS CONFIRMATION-CFD NO. 2014-01/AMENDMENT NO. 70	
		08/29/2022	3549	REGISTERED VOTERS CONFIRMATION-CFD NO. 2021-01/AMENDMENT NO. 29	
		08/29/2022	3541	REGISTERED VOTERS CONFIRMATION-CFD NO. 2021-01/AMENDMENT NO. 39	
		08/29/2022	3534	REGISTERED VOTERS CONFIRMATION-CFD NO. 2014-01/AMENDMENT NO. 66	
		08/29/2022	3538	REGISTERED VOTERS CONFIRMATION-CFD NO. 2021-01/AMENDMENT NO. 31	
		08/29/2022	3539	REGISTERED VOTERS CONFIRMATION-CFD NO. 2014-01/AMENDMENT NO. 68	
		08/29/2022	3540	REGISTERED VOTERS CONFIRMATION-CFD NO. 2021-01/AMENDMENT NO. 33	
		08/29/2022	3553	REGISTERED VOTERS CONFIRMATION-CFD NO. 2021-01/AMENDMENT NO. 37	

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COUNTY OF RIVERSIDE	244072	08/29/2022	3542	REGISTERED VOTERS CONFIRMATION-CFD NO. 2014-01/AMENDMENT NO. 67	
		08/29/2022	3551	REGISTERED VOTERS CONFIRMATION-CFD NO. 2021-01/AMENDMENT NO. 32	
		08/29/2022	3568	REGISTERED VOTERS CONFIRMATION-CFD NO. 2021-01/AMENDMENT NO. 40	
		08/29/2022	3552	REGISTERED VOTERS CONFIRMATION-CFD NO. 2021-01/AMENDMENT NO. 36	
		08/29/2022	3550	REGISTERED VOTERS CONFIRMATION-CFD NO. 2021-01/AMENDMENT NO. 30	
		08/29/2022	3569	REGISTERED VOTERS CONFIRMATION-CFD NO. 2021-01/AMENDMENT NO. 41	
		08/29/2022	3537	REGISTERED VOTERS CONFIRMATION-CFD NO. 2014-01/AMENDMENT NO. 69	
Remit to: RIVERSIDE, CA					FYTD: \$165,665.45
COUNTY OF RIVERSIDE - HHPWS-COC	34381	08/15/2022	1 /ESG FY 21/22	ESG SUBRECIPIENT PAYMENT-HOMELESS MGMT INFO SYSTEM PROGRAM	\$4,452.93
Remit to: RIVERSIDE, CA					FYTD: \$4,452.93
COUNTY OF RIVERSIDE SHERIFF	243974	08/08/2022	SH0000041572	BUDGET REIMBURSEMENT-RUHS SART EXAMS-JUNE 2022	\$7,200.00
Remit to: MORENO VALLEY, CA					FYTD: \$12,013,051.89
CRASH DATA GROUP, INC	34444	08/22/2022	INV11213	CDR SOFTWARE SUBSCRIPTION 8/19/22 TO 8/19/23	\$1,250.00
Remit to: TEMECULA, CA					FYTD: \$1,250.00
CROWN CASTLE FIBER LLC	34330	08/08/2022	1159542	INTERNET & DATA SVCS 07/01-07/31/22	\$2,500.00
		08/08/2022	1164546	INTERNET & DATA SVCS 08/01-08/31/22	
Remit to: HOUSTON, TX					FYTD: \$2,500.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
CSG CONSULTANTS, INC.	34288	08/01/2022	44943	BUILDING PLAN REVIEW & IN HOUSE BUILDING SERVICES	\$9,405.00
	34331	08/08/2022	43069	CONSULTING SVCS-PLANNING	\$3,210.00
		08/08/2022	44939	CONSULTING SVCS-PLANNING	
Remit to: FOSTER CITY, CA					FYTD: \$49,562.19
DALES, MARIA	243941	08/01/2022	R22-166448	ANIMAL SERVICES REFUND-REFUND RESCUE PULL FEES ON 2 DOGS	\$20.00
Remit to: NEWPORT, CA					FYTD: \$20.00
DATA TICKET, INC.	34289	08/01/2022	140364HH	PARKING HANDHELD DEVICES LEASE-AIR TIME-CODE-JUNE 2022	\$17,687.79
		08/01/2022	138510	ADMIN CITATION PROCESSING-BLDG & SAFETY-APRIL 2022	
		08/01/2022	139956	ADMIN CITATION PROCESSING-CODE-JUNE 2022	
		08/01/2022	138510TPC	ADMIN CITATION PROCESSING-3RD PARTY COLL-BLDG & SAFETY-APRIL 22	
		08/01/2022	139956TPC	ADMIN CITATION PROCESSING-3RD PARTY COLLECTIONS-CODE-JUNE 2022	
		08/01/2022	139955	ADMIN CITATION PROCESSING-BLDG & SAFETY-JUNE 2022	
		08/01/2022	140364	PARKING CITATION PROCESSING-CODE-JUNE 2022	
	34383	08/15/2022	139957	ADMIN CITATION PROCESSING-PD-JUNE 2022	\$428.48
	34445	08/22/2022	141839	ADMIN CITATION PROCESSING-ANIMAL SVC-JULY 2022	\$236.20
		08/22/2022	141842	ADMIN CITATION PROCESSING-PD-JULY 2022	
	34480	08/29/2022	141841	ADMIN CITATION PROCESSING-CODE-JULY 2022	\$18,913.03
	08/29/2022	141581HH	PARKING HANDHELD DEVICES LEASE-AIR TIME-CODE-JULY 2022		
	08/29/2022	141841TPC	ADMIN CITATION PROCESSING-3RD PARTY COLLECTIONS-CODE-JULY 2022		
	08/29/2022	141581	PARKING CITATION PROCESSING-CODE-JULY 2022		
Remit to: IRVINE, CA					FYTD: \$62,341.54

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DELGADO, ED	243981	08/08/2022	NOV. 2, 2021	CANDIDATE STATEMENT REIMBURSEMENT-11/2/21 GEN. ELECTION	\$357.77
Remit to: MORENO VALLEY, CA					FYTD: \$357.77
DELTA DENTAL OF CALIFORNIA	34384	08/15/2022	BE005059168	EMPLOYEE DENTAL INSURANCE-PPO	\$15,380.12
	34385	08/15/2022	BE005059939	EMPLOYEE DENTAL INSURANCE-HMO	\$3,839.52
Remit to: SAN FRANCISCO, CA					FYTD: \$37,343.32
DEPARTMENT OF CONSERVATION	243923	08/01/2022	2ND QTR 2022	SMI FEES REPORT-1ST QTR ENDING 6/30/22	\$5,310.41
Remit to: SACRAMENTO, CA					FYTD: \$5,310.41
DEPARTMENT OF ENVIRONMENTAL HEALTH	243924	08/01/2022	APR-JUN 2022	VECTOR CONTROL SERVICES-CODE	\$4,326.91
	244073	08/29/2022	IN0449366	ENVIRONMENTAL HEALTH PERMIT-MORRISON PARK SNACK BAR	\$312.00
		08/29/2022	IN0448488	ENVIRONMENTAL HEALTH PERMIT-LASSELLE SPORTS PARK SNACK BAR	
Remit to: RIVERSIDE, CA					FYTD: \$4,638.91
DIAMOND ENVIRONMENTAL SERVICES, LP	243953	08/08/2022	0004072316	PORTABLE RESTROOM RENTAL-MV EQUESTRIAN CTR	\$709.12
		08/08/2022	0004072318	PORTABLE RESTROOM RENTAL-COTTONWOOD GOLF CTR	
	244001	08/15/2022	0003877689	DUAL BASIN SINK RENTAL-CHILD CARE	\$523.73
		08/15/2022	0004072317	PORTABLE RESTROOM RENTAL-MAINT & OP'S	
	244045	08/22/2022	0004120913	PORTABLE RESTROOM RENTAL-POLICE DEPT	\$157.60
		08/22/2022	0004114816	PORTABLE RESTROOM RENTAL-POLICE DEPT	
Remit to: SAN MARCOS, CA					FYTD: \$3,746.40

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DIGITAL TELECOMMUNICATIONS CORP.	34332	08/08/2022	45215	SOFTWARE ASSURANCE/MAINTENANCE-6/28/22-7/27/22	\$3,255.00
		08/08/2022	44947	SOFTWARE ASSURANCE/MAINTENANCE-5/28/22-6/27/22	
		08/08/2022	45134	CONSULTING SERVICES-PROGRAMMING, IMPLEMENTATION & DESIGN	
Remit to: SANTA CLARITA, CA					FYTD: \$3,255.00
DISABILITY ACCESS CONSULTANTS	34386	08/15/2022	22-183	DAC ACCESSIBILITY MGMT SOFTWARE ANNUAL SUBSCRIPTION	\$2,000.00
Remit to: OROVILLE, CA					FYTD: \$2,000.00
DISH DBS CORPORATION	243954	08/08/2022	86557282/AUG22	SATELLITE TV-FIRE STATION 99-7/31-8/30/22	\$146.39
Remit to: PALATINE, IL					FYTD: \$292.78
E.R. BLOCK PLUMBING & HEATING, INC.	34290	08/01/2022	137400	BACKFLOW DEVICE TEST-ZONE D, 02 & WQB	\$225.00
	34334	08/08/2022	136910	BACKFLOW DEVICE TEST-PARKS	\$1,682.65
		08/08/2022	137087	BACKFLOW DEVICE TEST-KITCHING SUBSTATION	
	34387	08/15/2022	137398	BACKFLOW DEVICE TEST-PARKS	\$932.81
		08/15/2022	137401	BACKFLOW DEVICE TEST-PARKS	
	34447	08/22/2022	137603	SD BACKFLOW REPAIR JULY ADDITIONAL WORK ZONE D	\$3,627.18
		08/22/2022	137428	SD BACKFLOW TESTING JULY BASE ZONE S	
		08/22/2022	137607	SD BACKFLOW TESTING JULY BASE ZONE D, M, 02, 06, & 08	
		08/22/2022	137438	SD BACKFLOW REPAIR JULY ADDITIONAL WORK - WQB	
		08/22/2022	137436	SD BACKFLOW REPAIR JULY ADDITIONAL WORK - WQB	
Remit to: RIVERSIDE, CA					FYTD: \$7,561.39

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
EASTERN MUNICIPAL WATER DISTRICT	243955	08/08/2022	JUN-22 8/08/22	WATER CHARGES	\$21,415.68
	244025	08/08/2022 08/15/2022	JUL-22 8/08/22 1557643	WATER CHARGES SETTLEMENT OF CLAIM #22-162375 FOR PROPERTY DAMAGE ON 10/12/21	\$583.67
	244089	08/29/2022	2002799.047	CONFERENCE & REC. CTR RENTAL REFUND	\$104.80
Remit to: LOS ANGELES, CA					FYTD: \$557,941.25
ELIAS , MIRIAM	243983	08/08/2022	2002784.047	REFUND-VALLEY DAY CAMP	\$118.50
Remit to: MORENO VALLEY, CA					FYTD: \$118.50
ELIAS, MIRIAM	243982	08/08/2022	2002783.047	REFUND-VALLEY DAY CAMP	\$118.50
Remit to: MORENO VALLEY, CA					FYTD: \$118.50
ENCO UTILITY SERVICES MORENO VALLEY LLC	34481	08/29/2022	0402-MF-2736	SOLAR SYSTEM INSPECTION	\$528.00
		08/29/2022	0402-MF-2738	SOLAR SYSTEM INSPECTION	
Remit to: ANAHEIM, CA					FYTD: \$1,859,859.47
ERGODIRECT, INC.	244075	08/29/2022	C7102900	ERGONOMIC OFFICE CHAIR-LAND DEV	\$635.24
Remit to: SAN CARLOS, CA					FYTD: \$635.24
ESI ACQUISITION, INC.	34450	08/22/2022	INVESI4441	MAPS ADD-ON & WEBEOC SFTWR MAINT & SUPPORT-8/1/22-7/31/23	\$18,390.00
Remit to: ATLANTA, GA					FYTD: \$45,973.00

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FAIR HOUSING COUNCIL OF RIVERSIDE COUNTY, INC.	34292	08/01/2022	MAY-22 (LT)	LANDLORD/TENANT MEDIATION SVCS-CDBG	\$10,467.63	
		08/01/2022	MAY-22 (FH)	FAIR HOUSING DISCRIMINATION SVCS-CDBG		
	34336	08/01/2022	APRIL-22 (FH)	FAIR HOUSING DISCRIMINATION SVCS-CDBG		
		08/01/2022	APRIL-22 (LT)	LANDLORD/TENANT MEDIATION SVCS-CDBG		
		08/08/2022	JUNE-22 (LT)	LANDLORD/TENANT MEDIATION SVCS-CDBG	\$5,350.83	
08/08/2022	JUNE-22 (FH)	FAIR HOUSING DISCRIMINATION SVCS-CDBG				
Remit to: RIVERSIDE, CA					FYTD: \$15,818.46	
FAMILY SERVICE ASSOCIATION	34338	08/08/2022	062022-300603CVA	CDBG- CV SENIOR NUTRITION PROGRAM FY 19/20-JUNE 2022	\$14,635.26	
		08/08/2022	062022-300603CVB	CDBG-CV SENIOR NUTRITIONAL PROGRAM FY 19/20-JUNE 2022		
Remit to: MORENO VALLEY, CA					FYTD: \$52,954.00	
FERNANDEZ, JULIA	244090	08/29/2022	R22-166625	ANIMAL SERVICES REFUND-RABIES DEPOSIT	\$20.00	
Remit to: MORENO VALLEY, CA					FYTD: \$20.00	
FERRELLGAS LP	243926	08/01/2022	RNT9329184	TANK RENTAL-CITY YARD	\$12.00	
		244002	08/15/2022	1119957976	PROPANE-FIRE STATION 6	\$4,178.80
		08/15/2022	1119187634	PROPANE FILL-MARCH ANNEX		
Remit to: DENVER, CO					FYTD: \$4,190.80	
FIESTA AUTO INSURANCE C/O NERI & GALLARDO INSURANC	244091	08/29/2022	BL#29864-YR2022	REFUND OF OVERPAYMENT ON BUSINESS LICENSES	\$25.93	
Remit to: FRESNO, CA					FYTD: \$25.93	
FINE, BLAKE	243984	08/08/2022	R22-166556	ANIMAL SERVICES REFUND-RABIES DEPOSIT	\$20.00	
Remit to: ALTA LOMA, CA					FYTD: \$20.00	

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FIRST AMERICAN DATA TREE, LLC	244047	08/22/2022	20027760722	ONLINE SOFTWARE SUBSCRIPTION-JULY 2022	\$99.00
Remit to: PASADENA, CA					FYTD: \$198.00
FOX, ANGELIA	243985	08/08/2022	NOV. 2, 2021	CANDIDATE STATEMENT REIMBURSEMENT-11/2/21 GEN. ELECTION	\$357.77
Remit to: MORENO VALLEY, CA					FYTD: \$357.77
FREEDOM FOREVER LLC	244030	08/15/2022	BON22-1043	REFUND BUILDING PERMIT FEE-DUPLICATE APPLICATION-23643 AIROSA PL	\$263.04
Remit to: TEMECULA, CA					FYTD: \$263.04
FRONTIER COMMUNICATIONS	34339	08/08/2022	7002Z183-S-22186	BACKBONE COMMUNICATIONS SERVICE 7/5-8/4/22	\$2,400.71
Remit to: ROCHESTER, NY					FYTD: \$2,408.41
FU, FRANK	244031	08/15/2022	BFR22-0121	REFUND BUILDING PERMIT FEE-PROJECT CANCELLED-11673 NAVEL AVE	\$4,436.50
Remit to: CHINO HILLS, CA					FYTD: \$4,436.50
FUEL PROS, INC	34293	08/01/2022	0000063248	FUEL TANK REPAIR-CITY YARD	\$897.14
		08/01/2022	0000062062	FUEL TANK REPAIR-FIRE STATION 65	
	34390	08/15/2022	0000063635	GAUGE & FUEL PUMP REPAIR-FIRE STATION 2	\$1,766.41
Remit to: CHINO, CA					FYTD: \$2,663.55
G/M BUSINESS INTERIORS, INC.	34391	08/15/2022	0277767-IN	HERMAN MILLER AERON TASK CHAIR-MVU	\$972.98
Remit to: RIVERSIDE, CA					FYTD: \$38,232.12
GALINDEZ, SANDRA	243986	08/08/2022	2002755.047	REFUND-VALLEY DAY CAMP	\$94.80
	243987	08/08/2022	2002756.047	REFUND-VALLEY DAY CAMP	\$94.80
Remit to: MORENO VALLEY, CA					FYTD: \$189.60

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GARDAWORLD	34392	08/15/2022	20533442	ARMORED CAR SVC-CITY HALL, CONF & REC, LIBRARY & ANIMAL SVC	\$295.05
Remit to: CHICAGO, IL					FYTD: \$3,901.87
GEMMELL, KEITH	34482	08/29/2022	9/06 - 9/08/22	TRAVEL PER DIEM-CALIF. WORKFORCE ASSOC. CONFERENCE	\$185.00
Remit to: MORENO VALLEY, CA					FYTD: \$185.00
GLOBAL POWER GROUP, INC.	244048	08/22/2022	82688	GENERATOR REPAIR-CONFERENCE & REC CENTER	\$1,570.24
Remit to: LAKESIDE, CA					FYTD: \$1,570.24
GONG ENTERPRISES, INC.	34394	08/15/2022	9003	PLAN CHECK SVCS-TR 33436-STORM DRAIN	\$10,447.95
		08/15/2022	8996	PLAN CHECK SVCS-TR 33436-STORM DRAIN	
		08/15/2022	8998	PLAN CHECK SVCS-TR 33436-SEWER/WATER	
		08/15/2022	9002	PLAN CHECK SVCS-TR 33436-STORM DRAIN	
		08/15/2022	8999	PLAN CHECK SVCS-TR 33436-FINAL MAP	
		08/15/2022	8997	PLAN CHECK SVCS-TR 33436-STORM DRAIN	
		08/15/2022	8994	PLAN CHECK SVCS-TR 33436-ROUGH GRADING	
		08/15/2022	8991	PLAN CHECK SVCS-TRACT 31517/PEN22-0085	
		08/15/2022	9001	PLAN CHECK SVCS-TR 33436-STREET IMPROV PLANS	
		08/15/2022	9000	PLAN CHECK SVCS-TR 33436-FINAL MAP	
		08/15/2022	9004	PLAN CHECK SVCS-PM 38275/PEN21-0234	
		08/15/2022	8992	PLAN CHECK SVCS-PM 38209	
		08/15/2022	8993	PLAN CHECK SVCS-DEL SOL CLUBHOUSE	
		08/15/2022	8995	PLAN CHECK SVCS-TR 33436-STREET IMPROV PLANS	
Remit to: HUNTINGTON BEACH, CA					FYTD: \$10,447.95
GREENTECH LANDSCAPE, INC.	34396	08/15/2022	53773	LANDSCAPE MAINT-ZONE 03 & 04	\$2,096.66
Remit to: LOS ANGELES, CA					FYTD: \$191,229.07

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GUTIERREZ, ANGEL	34483	08/29/2022	9/07 - 9/09/22	TRAVEL PER DIEM & MILEAGE-LEAGUE OF CA CITIES ANNUAL CONF & EXPO	\$198.75
Remit to: MORENO VALLEY, CA					FYTD: \$198.75
HABITAT FOR HUMANITY RIVERSIDE	34295	08/01/2022	MHR2122 - INV11	MOBILE HOME REPAIR PROGRAM-MAY 2022	\$15,194.47
		08/01/2022	MHR2122 - INV12	MOBILE HOME REPAIR PROGRAM-JUNE 2022	
	34398	08/15/2022	CHR21 - INV12	HOME-CRITICAL HOME REPAIR PROGRAM-JUNE 2022	\$21,676.36
		08/15/2022	CHR21 - INV11	HOME-CRITICAL HOME REPAIR PROGRAM-MAY 2022	
Remit to: RIVERSIDE, CA					FYTD: \$36,870.83
HANES, MARTIN	244066	08/22/2022	R22-166675	ANIMAL SERVICES REFUND-DUPLICATE WEB LICENSE PAYMENT	\$15.00
Remit to: MORENO VALLEY, CA					FYTD: \$15.00
HASCO HEATING AIR CONDITIONING SERVICE COMPANY	34399	08/15/2022	102033	HVAC REPAIR-MARCH ANNEX	\$980.00
Remit to: RIVERSIDE, CA					FYTD: \$980.00
HAWK ANALYTICS, INC.	243956	08/08/2022	INV25594	CELLHAWK SUBSCRIPTION-8/9/22-8/8/23	\$5,995.00
Remit to: BARTONVILLE, TX					FYTD: \$5,995.00
HDL COREN & CONE	244003	08/15/2022	SIN016472	CONTRACT SVCS-PROPERTY TAX SOFTWARE MAINT (APRIL-JUNE 2022)	\$5,971.76
Remit to: BREAA, CA					FYTD: \$5,971.76
HDL SOFTWARE LLC	243957	08/08/2022	SIN018349	BUSINESS LICENSE SOFTWARE HOST CHARGES-7/1/22-6/30/23	\$1,980.00
Remit to: BREAA, CA					FYTD: \$1,980.00

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HEFLIN, DAWN	243942	08/01/2022	R22-163565	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: VISTA, CA					FYTD: \$95.00
HERC RENTALS INC/ HERTZ EQUIPMENT RENTAL	34400	08/15/2022	32882927-001	HEAVY EQUIP RENTAL-STORM PREP	\$1,667.76
Remit to: DALLAS, TX					FYTD: \$1,667.76
HIGGINS, JENNIFER	243943	08/01/2022	R22-165850	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT FOR 2 KITTENS	\$150.00
Remit to: MORENO VALLEY, CA					FYTD: \$150.00
HLP, INC.	34452	08/22/2022	21996	WEB LICENSE MONTHLY SVC FEE	\$72.80
Remit to: LITTLETON, CO					FYTD: \$137.90
HORIZONS CONSTRUCTION COMPANY INTERNATIONAL INC.	244060	08/22/2022	RETENTION BAL.	RELEASE OF RETENTION WITHHELD FOR STOP NOTICE-PROJ. NO. 803-0037	\$12,944.26
Remit to: ORANGE, CA					FYTD: \$343,149.25
HUNSAKER & ASSOCIATES IRVINE, INC	34297	08/01/2022	22050321	PLAN CHECK SVCS-TR37725/PEN21-0206	\$5,832.01
Remit to: IRVINE, CA					FYTD: \$17,496.02
HYLAND SOFTWARE, INC. (FMRLY SIRE TECHNOLOGIES)	34401	08/15/2022	LE01-258238	SIRE SOFTWARE QTRLY MAINT 08/01-10/31/22	\$6,652.10
Remit to: DALLAS, TX					FYTD: \$6,652.10
IGNACIO ENRIQUEZ DBA TACOS CARAMBA	34298	08/01/2022	101 - 7/14/22	CATERING SERVICES FOR PCSD STAFF ON 7/14/22	\$1,134.00
Remit to: SAN BERNARDINO, CA					FYTD: \$1,134.00

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IMMI TAX SERVICES, LLC	34299	08/01/2022	2506	BACKGROUND CHECKS	\$468.00
		08/01/2022	2503	BACKGROUND CHECKS	
	34402	08/15/2022	2507	BACKGROUND CHECKS	\$130.00
	34453	08/22/2022	2508	BACKGROUND CHECKS	\$130.00
Remit to: MORENO VALLEY, CA					FYTD: \$858.00
INLAND DETROIT SERVICE, C/O GILBERT RAMIREZ	244092	08/29/2022	BL#03293-YR2022	REFUND OF OVERPAYMENT ON BUSINESS LICENSES	\$64.25
Remit to: Moreno Valley, CA					FYTD: \$64.25
INLAND EMPIRE PROPERTY SERVICE, INC	34340	08/08/2022	2022603	WEED ABATEMENT SVCS-MARCH FIELD	\$11,786.00
	34403	08/15/2022	2022604	WEED ABATEMENT SVCS-APN 474-490-020, 26	\$1,990.00
	34484	08/29/2022	2022205	BOARD UP DOOR & WINDOWS-13737 MORENO WAY	\$1,500.00
Remit to: MORENO VALLEY, CA					FYTD: \$58,310.82
INLAND SOUTHERN CALIFORNIA UNITED WAY	34341	08/08/2022	3 - JUL21-JAN22	CDBG-CV 19/20 RENTAL RESCUE SUBSISTENCE PAYMENTS PROGRAM	\$11,926.48
Remit to: RANCHO CUCAMONGA, CA					FYTD: \$220,650.32
INTERNATIONAL LINE BUILDERS, INC	34301	08/01/2022	889306	EUCALYPTUS AVE LINE EXTENSION-BILLING #7	\$158.87
Remit to: RIVERSIDE, CA					FYTD: \$158.87

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INTERWEST CONSULTING GROUP, INC.	34342	08/08/2022	79703	PLAN CHECK SVCS-JUNE 2022	\$810.00
	34404	08/15/2022	78945	PLAN CHECK SVCS-TR31394/PEN19-0250-MAY 2022	\$15,750.00
		08/15/2022	78944	PLAN CHECK SVCS-RIVARD BUS PARK-MAY 2022	
		08/15/2022	78315	PLAN CHECK SVCS-TR32408/PEN19-0168-APRIL 2022	
		08/15/2022	78947	PLAN CHECK SVCS-LDC ALLESSANDRO BUS PARK-MAY 2022	
		08/15/2022	80233	PLAN CHECK SVCS-TR32408/PEN19-0168-JUNE 2022	
		08/15/2022	78320	PLAN CHECK SVCS-TR31394/PEN19-0250-APRIL 2022	
		08/15/2022	80236	PLAN CHECK SVCS-LDC ALLESSANDRO BUS PARK-JUNE 2022	
		08/15/2022	78322	PLAN CHECK SVCS-LDC ALLESSANDRO BUS PARK-APRIL 2022	
		08/15/2022	78318	PLAN CHECK SVCS-RIVARD BUS PARK-APRIL 2022	
		08/15/2022	78946	PLAN CHECK SVCS-PEN21-0105-MAY 2022	
		08/15/2022	78948	PLAN CHECK SVCS-RIVARD MAP-MAY 2022	
Remit to: LOVELAND, CO					FYTD: \$16,560.00
JAMES ELLIOTT ENTERTAINMENT	34343	08/08/2022	5201	MOVAL ROCKS-JULY 21 2022	\$3,500.00
Remit to: RANCHO MIRAGE, CA					FYTD: \$3,500.00
JCA ENGINEERING, INC.	34302	08/01/2022	21-2765.0	ELECTRICAL ENGINEERING-VICTORIANO PARK	\$12,320.00
Remit to: HIGHLAND, CA					FYTD: \$12,320.00
JOHN R. BYERLY, INC.	34303	08/01/2022	33535-A	SERVICES PERFORMED AT VICTORIANO PARK	\$11,101.00
Remit to: BLOOMINGTON, CA					FYTD: \$11,101.00
JOHNSON , TRACY	34455	08/22/2022	JUN. 2022	INSTRUCTOR SERVICES - SHITO-RYU KARATE CLASSES	\$866.40
		08/22/2022	JUL. 2022	INSTRUCTOR SERVICES - SHITO-RYU KARATE CLASSES	
Remit to: MORENO VALLEY, CA					FYTD: \$866.40

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JOHNSON, SYDNEY	244067	08/22/2022	R22-164818	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS 4 TWO DOG	\$190.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$190.00
JTB SUPPLY CO., INC.	34405	08/15/2022	110776	TRAFFIC SIGNAL MAINT SUPPLIES	\$1,917.95
Remit to: ORANGE, CA					<u>FYTD:</u> \$4,373.84
JUDY LEONARD OR LEONARD ENGINEERING, LLC	244068	08/22/2022	PEN21-0310	REFUND - PROJECT APPLICATION WITHDRAWAL	\$425.00
Remit to: UPLAND, CA					<u>FYTD:</u> \$425.00
KONICA MINOLTA BUSINESS SOLUTIONS, USA	34344	08/08/2022	40304368	COPIER LEASE-CITY WIDE-JUNE 2022	\$10,026.10
Remit to: PASADENA, CA					<u>FYTD:</u> \$10,026.10
KUSTOM SIGNALS, INC.	244049	08/22/2022	595604	RADAR/LASER MAINT & REPAIR	\$274.32
Remit to: CHICAGO, IL					<u>FYTD:</u> \$274.32
KUUBIX GLOBAL LLC	244032	08/15/2022	06.28.22 REQUEST	REFUND BUILDING PERMIT FEES-MULTIPLE PROJECTS CANCELLED	\$1,506.72
Remit to: VISALIA, CA					<u>FYTD:</u> \$1,506.72
LEE, MIKE	34485	08/29/2022	9/07 - 9/09/22	TRAVEL PER DIEM - LEAGUE OF CA. CITIES ANNUAL CONFERENCE & EXPO	\$185.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$185.00
LEIGHTON CONSULTING, INC.	34345	08/08/2022	51226	SR60/MORENO BEACH PH 2	\$1,518.21
Remit to: IRVINE, CA					<u>FYTD:</u> \$1,518.21

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LEIVAS, INC. DBA. LEIVAS LIGHTING	34304	08/01/2022	1011089	LANDSCAPE LIGHTING MAINT-ZONES M, E-7, 01, 02, & 03	\$3,326.52
		08/01/2022	1011091	LANDSCAPE LIGHTING MAINT-ZONES M, E-7, 01, 02, & 03	
		08/01/2022	1011092	LANDSCAPE LIGHTING MAINT-ZONES M, E-7, 01, 02, & 03	
Remit to: RIVERSIDE, CA					FYTD: \$4,972.79
LEXISNEXIS PRACTICE MANAGEMENT	34406	08/15/2022	3093970597	LEGAL RESEARCH TOOLS-JULY 2022	\$883.20
Remit to: CHICAGO, IL					FYTD: \$1,766.40
LOPEZ-RAMIREZ, ANGEL	243990	08/08/2022	NOV. 2, 2021	CANDIDATE STATEMENT REIMBURSEMENT-11/2/21 GEN. ELECTION	\$357.77
Remit to: MORENO VALLEY, CA					FYTD: \$357.77
LYONS SECURITY SERVICE, INC.	34346	08/08/2022	29594	SECURITY GUARD SVCS-COMMUNITY PARK-APRIL 2022	\$3,090.10
		08/08/2022	29754	SECURITY GUARD SVCS-COMMUNITY PARK-JUNE 2022	
	34407	08/15/2022	29849	SECURITY GUARD SVCS-TOWNGATE-JULY 2022	\$17,649.22
		08/15/2022	29678	SECURITY GUARD SVCS-CONF & REC CTR-JUNE 2022	
		08/15/2022	29844	SECURITY GUARD SVCS-COTTONWOOD SPECIAL EVENTS-JULY 2022	
		08/15/2022	29756	SECURITY GUARD SVCS-CONF & REC CTR-JUNE 2022	
Remit to: ANAHEIM, CA					FYTD: \$45,849.91
MAGELLAN ADVISORS, LLC.	34409	08/15/2022	MA06302151	FIBER CONSULTING SERVICES PHASE 1	\$12,987.33
Remit to: MIAMI, FL					FYTD: \$12,987.33

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MARCH JOINT POWERS AUTHORITY	243927	08/01/2022	57415	GAS CHARGES-M.A.R.B. BUILDING 823-JUN. 2022	\$100.32
		08/01/2022	57418	GAS CHARGES-M.A.R.B. BUILDING 938-JUN. 2022	
	244004	08/15/2022	57292	GAS CHARGES-M.A.R.B. BUILDING 938-MAY 2022	\$65.03
		08/15/2022	57289	GAS CHARGES-M.A.R.B. BUILDING 823-MAY 2022	
Remit to: RIVERSIDE, CA					FYTD: \$165.35
MARIPOSA LANDSCAPES, INC.	34410	08/15/2022	98274	DETENTION BASIN MAINTENANCE SERVICES-JUN. 2022	\$3,730.00
	34457	08/22/2022	98656	SD LANDSCAPE JULY BASE WQB	\$17,118.01
		08/22/2022	98620	SD LANDSCAPE JULY BASE ZONE 02	
	34486	08/29/2022	98846	SD LANDSCAPE JULY ADDITIONAL WORK ZONE 02	\$12,278.48
		08/29/2022	98850	SD LANDSCAPE JULY ADDITIONAL WORK ZONE 02	
		08/29/2022	98857	SD LANDSCAPE JULY ADDITIONAL WORK WQB	
		08/29/2022	98858	SD LANDSCAPE JULY ADDITIONAL WORK WQB	
		08/29/2022	98859	SD LANDSCAPE JULY ADDITIONAL WORK WQB	
		08/29/2022	98848	SD LANDSCAPE JULY ADDITIONAL WORK ZONE 02	
	Remit to: IRWINDALE, CA				
MARQUEZ, SARAH	244093	08/29/2022	R22-165082	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: SUN CITY, CA					FYTD: \$75.00
MCCOY, ROCHELLE	244033	08/15/2022	R22-166597	ANIMAL SERVICES REFUND-RABIES DEPOSIT	\$20.00
Remit to: HAWTHORNE, CA					FYTD: \$20.00
MCKINLEY ELEVATOR CORPORATION	244005	08/15/2022	A155279-IN	MAINTENANCE FOR WHEELCHAIR-SENIOR CENTER	\$500.00
		08/15/2022	A155210-IN	MAINTENANCE FOR WHEELCHAIR	
Remit to: IRVINE, CA					FYTD: \$500.00

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MENDENHALL, DALE W.	34347	08/08/2022	REIMB. 07/12/22	REIMBURSE HOTEL TAX CHARGED TO PERSONAL CC - ESRI USER CONF.	\$80.00
Remit to: MORENO VALLEY, CA					FYTD: \$381.88
MERCHANTS BUILDING MAINTENANCE, LLC.	34348	08/08/2022	678223	JUN 2022 SPECIAL CLEANINGS FOR EVENT RENTALS-COTTONWOOD GOLF CTR	\$4,126.00
		08/08/2022	678226	JUN 2022 SPECIAL CLEANINGS FOR EVENT RENTALS-TOWNGATE COMM. CTR.	
		08/08/2022	678222	JUN 2022 SPECIAL CLEANINGS FOR EVENT RENTALS-CONF. & REC. CTR.	
		08/08/2022	678225	JUN 2022 SPECIAL CLEANING - SENIOR CENTER	
	34411	08/15/2022	678221	COMMUNITY PARK RESTROOMS DAY PORTER SERVICES-JUN. 2022	\$16,992.00
		08/15/2022	665989	COMMUNITY PARK RESTROOMS DAY PORTER SERVICES-MAR. 2022	
		08/15/2022	661751	COMMUNITY PARK RESTROOMS DAY PORTER SERVICES-FEB. 2022	
		08/15/2022	672922	COMMUNITY PARK RESTROOMS DAY PORTER SERVICES-MAY 2022	
	34487	08/29/2022	678224	CARPET EXTRACTION IN "WAR ROOM" AT PUBLIC SAFETY BUILDING	\$250.00
Remit to: MONTEREY PARK, CA					FYTD: \$79,641.75
MILLER, LARISSA	244094	08/29/2022	R22-166873	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					FYTD: \$150.00
MOHAN, BRIAN	34488	08/29/2022	9/07 - 9/09/22	TRAVEL PER DIEM & MILEAGE-LEAGUE OF CA CITIES ANNUAL CONF & EXPO	\$205.00
Remit to: MORENO VALLEY, CA					FYTD: \$296.91

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MORENO VALLEY COMMUNITY BAND	243959	08/08/2022	JUL 21, 2022	STUDENT SPONSORING DONATION	\$500.00
Remit to: MORENO VALLEY, CA					FYTD: \$500.00
MORENO VALLEY COMMUNITY VET CARE	34458	08/22/2022	JUL. 2022	VETERINARY SERVICES-MV ANIMAL SHELTER/JULY 2022	\$6,308.47
Remit to: MORENO VALLEY, CA					FYTD: \$22,308.47
MORENO VALLEY DIAMOND GIRLS SOFTBALL ASSOCIATION	244076	08/29/2022	AUG 22, 2022	SPONSORSHIP - MVDGSA TEAM LADY OUTLAWS DIV. 2	\$500.00
	244087	08/29/2022	AUG 23, 2022	SPONSORSHIP - MVDGSA TEAM LUNACHICKS	\$500.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,000.00
MORENO VALLEY FRIENDS OF THE LIBRARY	34412	08/15/2022	JUNE 2022	PASS THROUGH FUNDS 6/1-6/30/22	\$1,252.12
Remit to: MORENO VALLEY, CA					FYTD: \$2,221.12
MORENO VALLEY MALL HOLDING, LLC	34307	08/01/2022	AUG. 2022 RENT	AUGUST 2022 RENT PAYMENT FOR SP. 2078-M.V. LIBRARY BRANCH	\$6,874.54
	34489	08/29/2022	SEP. 2022 RENT	SEPTEMBER 2022 RENT PAYMENT FOR SP. 2078-M.V. LIBRARY BRANCH	\$6,874.54
Remit to: MORENO VALLEY, CA					FYTD: \$13,749.08

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MORENO VALLEY UNIFIED SCHOOL DISTRICT	243960	08/08/2022	INV22-00358	TRANSPORTATION SERVICES-A CHILD'S PLACE FIELD TRIPS - JUNE 2022	\$9,592.50
		08/08/2022	INV22-00360	TRANSPORTATION SERVICES-VALLEY KIDS CAMP FIELD TRIP-6/15/22	
		08/08/2022	INV22-00359	TRANSPORTATION SERVICES-VALLEY KIDS CAMP FIELD TRIPS-6/22 & 6/29	
		08/08/2022	NS22-00009	NUTRITION SERVICES-VALLEY KIDS CAMP - JUNE 2022	
	243961	08/08/2022	AUG. 1, 2022	DONATION FOR HEALTH & RESOURCE FAIR SCHOOL SUPPLIES REIMB.	\$400.00
	244050	08/22/2022	INV23-00020	TRANSPORTATION SERVICES-VALLEY KIDS CAMP FIELD TRIPS-JUL. 2022	\$8,155.00
		08/22/2022	INV23-00019	TRANSPORTATION SERVICES-A CHILD'S PLACE FIELD TRIPS - JUL. 2022	
	244051	08/22/2022	NS23-00001	NUTRITION-VALLEY KIDS CAMP PROGRAM LUNCHES - JULY 2022	\$5,400.00
Remit to: MORENO VALLEY, CA					FYTD: \$34,847.50
MORENO WON CENTER LLC	244034	08/15/2022	BFC22-0168	REFUND BUILDING/PLANNING REVIEW FEES-DUPLICATE APP-14051 INDIAN	\$1,246.00
Remit to: FOUNTAIN VALLEY, CA					FYTD: \$1,246.00
MORNING OPTIMIST CLUB OF MORENO VALLEY	243962	08/08/2022	7/21/22 INV.	4TH OF JULY BEER GARDEN SERVERS/LICENSE REIMB.	\$550.00
Remit to: MORENO VALLEY, CA					FYTD: \$550.00
MTGL, INC	243963	08/08/2022	67097	JUAN BAUTISTA TRAIL ATP 3	\$4,713.96
Remit to: ANAHEIM, CA					FYTD: \$5,129.96
MURPHY, LATONIA	244035	08/15/2022	R22-166608	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: MORENO VALLEY, CA					FYTD: \$95.00

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MWI ANIMAL HEALTH	244007	08/15/2022	41906377	CREDIT MEMO-ANIMAL MEDICAL SUPPLIES	\$851.15
		08/15/2022	41867267	ANIMAL MEDICAL SUPPLIES	
		08/15/2022	41924744	ANIMAL MEDICAL SUPPLIES	
		08/15/2022	41878053	ANIMAL MEDICAL SUPPLIES	
		08/15/2022	41867266	ANIMAL MEDICAL SUPPLIES	
		08/15/2022	41737509	CREDIT MEMO-ANIMAL MEDICAL SUPPLIES	
		08/15/2022	41669553	ANIMAL MEDICAL SUPPLIES	
		08/15/2022	41882819	CREDIT MEMO-ANIMAL MEDICAL SUPPLIES	
	244052	08/22/2022	42409790	ANIMAL MEDICAL SUPPLIES/VACCINES	\$102.70
Remit to: LOS ANGELES, CA					FYTD: \$953.85
NAMEKATA, JAMES	34308	08/01/2022	JUN. 2022	INSTRUCTOR SERVICES - SHITO-RYU KARATE CLASSES	\$433.20
Remit to: RIVERSIDE, CA					FYTD: \$433.20
NEXTECH SYSTEMS INC.	244053	08/22/2022	INV1402	2 YELLOW & 1 RED SOLAR FLASHING BEACON SYSTEMS	\$7,374.02
Remit to: IRVINE, CA					FYTD: \$7,374.02
NEXTERA ENERGY CAPITAL HOLDINGS INC.	244008	08/15/2022	732738	RENEWABLE ENERGY-MV UTILITY-JUL. 2022	\$2,591.07
Remit to: JUNO BEACH, FL					FYTD: \$16,613.52
NIEBURGER, YVONNE	244095	08/29/2022	2002811.047	SENIOR CTR. RENTAL REFUND	\$314.50
Remit to: MORENO VALLEY, CA					FYTD: \$314.50
NTH GENERATION COMPUTING, INC.	34413	08/15/2022	41113H	20 REPLACEMENT MERAKI INDOOR WIFI 6 AP UNITS	\$22,261.15
Remit to: SAN DIEGO, CA					FYTD: \$49,900.90

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NV5, INC.	34309	08/01/2022	280433	ON-CALL CONSTRUCTION INSPECTION SERVICES - MAY 2022	\$18,759.34
	34349	08/08/2022	271380	801 0076 HEACOCK ST PED & BIKE ENHANCEMENTS/GREGORY LN	\$7,815.00
		08/08/2022	274106	801 0076 HEACOCK ST PED & BIKE ENHANCEMENTS/GREGORY LN	
		08/08/2022	274771	801 0076 HEACOCK ST PED & BIKE ENHANCEMENTS/GREGORY LN	
	34414	08/15/2022	283923	ON-CALL CONSTRUCTION INSPECTION SERVICES - JUN. 2022	\$21,194.51
Remit to: HOLLYWOOD, FL					FYTD: \$105,388.34
OLVERA-MARTINEZ, LUIS	244036	08/15/2022	R22-165931	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					FYTD: \$75.00
OPERATION SAFEHOUSE, INC.	34350	08/08/2022	12 - JUN. 2022	CDBG SUBRECIPIENT PAYMENT-EMERGENCY SHELTER FOR YOUTH PROGRAM	\$434.87
Remit to: RIVERSIDE, CA					FYTD: \$5,418.87
PAPER RECYCLING AND SHREDDING SPECIALISTS	244009	08/15/2022	519280	ON-SITE DOCUMENT SHREDDING SERVICES ON 6/15/22	\$400.00
Remit to: SAN DIMAS, CA					FYTD: \$400.00
PEDROZA, GEORGE	243991	08/08/2022	R22-166711	ANIMAL SERVICES REFUND-OVERPAYMENT ON WEB LICENSE	\$20.00
Remit to: MORENO VALLEY, CA					FYTD: \$20.00
PENGUIN HOME SOLUTIONS INC	244037	08/15/2022	BON22-0923	REFUND BUILDING PERMIT FEE-PROJECT CANCELLED-23793 ELYCE CT	\$263.04
Remit to: RIVERSIDE, CA					FYTD: \$263.04
PERCEPTIVE ENTERPRISES, INC.	34415	08/15/2022	3774	PROFESSIONAL DBE/CPR CONSULTING SERVICES	\$7,392.00
Remit to: LOS ANGELES, CA					FYTD: \$14,406.00

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PETTY CASH - FINANCE	244026	08/15/2022	JAN-JUN 2022	PETTY CASH FUND REPLENISHMENT	\$1,286.50
Remit to: MORENO VALLEY, CA					FYTD: \$1,286.50
PINS & NEEDLES	243964	08/08/2022	14222	POLO SHIRTS WITH EMBROIDERY FOR OEM STAFF	\$600.71
Remit to: HEMET, CA					FYTD: \$2,396.36
PLANETBIDS, INC.	243965	08/08/2022	072242	VENDOR & BID MANAGEMENT SERVICES & FEES	\$12,806.00
Remit to: STUDIO CITY, CA					FYTD: \$12,806.00
PROFESSIONAL COMMUNICATIONS NETWORK PCN	243966	08/08/2022	220800429	LIVE ANSWERING SERVICE FOR ROTATIONAL TOW PROGRAM	\$510.48
Remit to: RIVERSIDE, CA					FYTD: \$1,068.71
PSOMAS	34351	08/08/2022	185737	JUAN BAUTISTA TRAIL ATP 2	\$622.20
Remit to: LOS ANGELES, CA					FYTD: \$1,468.10
PTS COMMUNICATIONS INC	34490	08/29/2022	2090241	PAY PHONE SERVICES-AUG. 2022	\$128.28
	34491	08/29/2022	2091847	PAY PHONE SERVICES-SEP. 2022	\$128.28
Remit to: SAN RAMON, CA					FYTD: \$513.12
PURPLE COMMUNICATIONS INC	34417	08/15/2022	75506-111147	ASL LANGUAGE INTERPRETATION SERVICES	\$324.00
Remit to: AUSTIN, TX					FYTD: \$324.00
QUADIENT LEASING USA, INC.	34492	08/29/2022	N9384629	MAIL MACHINE LEASE 5/27/22-8/26/22	\$1,193.55
Remit to: DALLAS, TX					FYTD: \$1,193.55

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QUINONEZ, MITCHELL	34352	08/08/2022	8/14 - 8/17/22	TRAVEL PER DIEM - RESOURCE RECYCLING CONFERENCE	\$224.00
	243992	08/08/2022	R22-165632	ANIMAL SERVICES REFUND-RABIES DEPOSIT	\$20.00
Remit to: MORENO VALLEY, CA					FYTD: \$244.00
RAMOS, ROBERTO	34460	08/22/2022	JUN. 2022	INSTRUCTOR SERVICES-TAE KWON DO, MARTIAL ARTS, ETC. CLASSES	\$2,511.60
		08/22/2022	JUL. 2022	INSTRUCTOR SERVICES-TAE KWON DO, MARTIAL ARTS, ETC. CLASSES	
Remit to: MORENO VALLEY, CA					FYTD: \$2,511.60

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READY REFRESH BY NESTLE	34419	08/15/2022	02F6703657403	WATER DISPENSER UNIT RENTAL-FIRE STATION 48	\$738.86
		08/15/2022	02F6703658237	WATER DISPENSER UNIT RENTAL-PUBLIC SAFETY BUILDING	
		08/15/2022	02F6703148277	WATER DISPENSER UNIT RENTAL-FIRE STATION 2	
		08/15/2022	02F6703657393	WATER DISPENSER UNIT RENTAL-ANIMAL SHELTER	
		08/15/2022	02F6703657413	WATER DISPENSER UNIT RENTAL-BERC	
		08/15/2022	02F6703658274	WATER DISPENSER UNIT RENTAL-MAIN LIBRARY	
		08/15/2022	02F6703657401	WATER DISPENSER UNIT RENTAL-SENIOR CENTER	
		08/15/2022	02F6703657396	WATER DISPENSER UNIT RENTAL-ANIMAL SHELTER	
		08/15/2022	02F6703657407	WATER DISPENSER UNIT RENTAL-CRC	
		08/15/2022	02F6703657409	WATER DISPENSER UNIT RENTAL-ANNEX 1	
		08/15/2022	02F6703657410	WATER DISPENSER UNIT RENTAL-ANNEX 1	
		08/15/2022	02F6703657389	WATER DISPENSER UNIT RENTAL-FIRE STATION 99	
		08/15/2022	02F6703657399	WATER DISPENSER UNIT RENTAL-FIRE STATION 6	
		08/15/2022	02F6703660060	WATER DISPENSER UNIT RENTAL-RAINBOW RIDGE	
		08/15/2022	02F6703658271	WATER DISPENSER UNIT RENTAL-CITY YARD SANTIAGO OFFICE	
		08/15/2022	02F6703657388	WATER DISPENSER UNIT RENTAL-FIRE STATION 58	
		08/15/2022	02F6703686058	WATER DISPENSER UNIT RENTAL-VAL VERDE (RED MAPLE) SITE	
		08/15/2022	02F6703658235	WATER DISPENSER UNIT RENTAL-PUBLIC SAFETY BUILDING	
		08/15/2022	02F6703660059	WATER DISPENSER UNIT RENTAL-FIRE STATION 65	
		08/15/2022	02F6703660057	WATER DISPENSER UNIT RENTAL-CITY YARD	
		08/15/2022	02F6703660054	WATER DISPENSER UNIT RENTAL-CITY HALL	
		08/15/2022	02F6703660053	WATER DISPENSER UNIT RENTAL-CITY HALL	
		08/15/2022	02F6703660052	WATER DISPENSER UNIT RENTAL-CITY HALL	
		08/15/2022	02F6703660050	WATER DISPENSER UNIT RENTAL-CITY HALL	
		08/15/2022	02F6703658273	WATER DISPENSER UNIT RENTAL-FIRE STATION 91	
		08/15/2022	02F6703660049	WATER DISPENSER UNIT RENTAL-CITY HALL	
		08/15/2022	02F6703660056	WATER DISPENSER UNIT RENTAL-CITY HALL	

Remit to: LOUISVILLE, KY

FYTD: \$738.86

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REBORN BATH SOLUTIONS	244038	08/15/2022	BOP22-0084	REFUND BUILDING PERMIT FEE-PROJECT CANCELLED-13211 THISTLE BROOK	\$191.52
Remit to: ANAHEIM, CA					FYTD: \$191.52
REGALADO, BLANCA E	34493	08/29/2022	JUL. 2022	INSTRUCTOR SERVICES-FOLKLORIC DANCE ADULT & YOUTH CLASSES	\$578.40
Remit to: MORENO VALLEY, CA					FYTD: \$1,189.80
REICHMAN-KARTEN-SWORD, INC	244010	08/15/2022	X4802	RESEARCH & CONSULTING SERVICES-MV UTILITY PORTAL EVAL. SURVEY	\$18,963.00
		08/15/2022	X4801	RESEARCH & CONSULTING SERVICES-MV UTILITY COMMUNICATIONS SURVEY	
Remit to: BREWSTER, NY					FYTD: \$18,963.00
RENE BURGUAN DBA SUAVE THE BAND	34420	08/15/2022	0160	2022 MOVAL ROCKS MUSIC PERFORMANCE 8/4/22	\$1,500.00
Remit to: LA VERNE, CA					FYTD: \$1,500.00
RHYTHM TECH PRODUCTIONS	34310	08/01/2022	756	AUDIO/VISUAL EQUIPMENT & SERVICES FOR JULY 4TH EVENT	\$11,435.20
Remit to: CALIMESA, CA					FYTD: \$12,243.20
RIGHTIME HOME SERVICES	244039	08/15/2022	BOM22-0324	REFUND BUILDING PERMIT FEE-PROJECT CANCELLED-16880 CALLE PINATA	\$191.20
Remit to: MEMPHIS, TN					FYTD: \$191.20
RISING STARS BUSINESS ACADEMY	34353	08/08/2022	8007	CDBG-CV 19/20 - JOB TRAINING PROGRAM	\$10,639.60
Remit to: MORENO VALLEY, CA					FYTD: \$17,472.80

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RIVERSIDE AREA RAPE CRISIS CENTER	34354	08/08/2022	MAY2022-01	CDBG SUBGRANTEE PAYMENT-CHILD ABUSE PREVENTION PROGRAM	\$7,324.43
		08/08/2022	JUN2022-01	CDBG SUBGRANTEE PAYMENT-CHILD ABUSE PREVENTION PROGRAM	
		08/08/2022	APR2022-01	CDBG SUBGRANTEE PAYMENT-CHILD ABUSE PREVENTION PROGRAM	
Remit to: RIVERSIDE, CA					FYTD: \$8,148.98
RIVERSIDE COUNTY DEPARTMENT OF HEALTH	244011	08/15/2022	HS0000007342	FRA RABIES TESTING @ PUBLIC HEALTH LAB - JUN. 2022	\$50.00
	244077	08/29/2022	HS0000007364	FRA RABIES TESTING @ PUBLIC HEALTH LAB - JUL. 2022	\$150.00
Remit to: RIVERSIDE, CA					FYTD: \$200.00
RIVERSIDE COUNTY OFFICE OF EDUCATION	244012	08/15/2022	2022/2304	TRANSLATION SERVICES-CITY COUNCIL MEETINGS 6/7/22 & 6/21/22	\$285.00
Remit to: RIVERSIDE, CA					FYTD: \$1,333.20
RIVERSIDE COUNTY SHERIFF-PSEC UNIT	243928	08/01/2022	PE0000000423	PSEC RADIO SUBSCRIPTIONS-CODE 6/1-6/30/22	\$492.48
		08/01/2022	PE0000000424	PSEC RADIO SUBSCRIPTIONS-PARKS 6/1-6/30/22	
	244078	08/29/2022	PE0000000461	PSEC RADIO SUBSCRIPTIONS-OEM 7/1-7/31/22	\$58.46
Remit to: RIVERSIDE, CA					FYTD: \$2,506.30
ROADPOST USA INC DBA BLUECOSMO	34311	08/01/2022	BU01464357	SATELLITE PHONE SERVICE PLAN-FIRE	\$1,090.80
		08/01/2022	BU01475084	SATELLITE PHONE SERVICE PLAN-FIRE	
	34461	08/22/2022	BU01477810	SATELLITE PHONE SERVICE PLAN-FIRE	\$553.58
Remit to: SEATTLE, WA					FYTD: \$1,889.62

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ROCHFORD, HUGH	244069	08/22/2022	R22-166561	ANIMAL SERVICES REFUND-RABIES DEPOSIT	\$20.00
Remit to: TUSTIN, CA					<u>FYTD:</u> \$20.00
ROGERS, ANDERSON, MALODY & SCOTT, LLP	34312	08/01/2022	70974	AUDIT SERVICES FOR FY ENDING 6/30/22 - JUN 2022 PROGRESS BILLING	\$5,000.00
Remit to: SAN BERNARDINO, CA					<u>FYTD:</u> \$20,735.00
ROMAN TINT, INC	34422	08/15/2022	2991	3M TINT ON FINANCE STORAGE ROOM-CITY HALL	\$250.00
Remit to: RIALTO, CA					<u>FYTD:</u> \$250.00
RS CONSTRUCTION SERVICES	34423	08/15/2022	2022-508	CURB, GUTTER & SIDEWALK PANEL-VETERANS MEMORIAL	\$9,690.00
	34494	08/29/2022	2202-513	CITY HALL - TRASH ENCLOSURE FENCING	\$10,345.00
Remit to: ONTARIO, CA					<u>FYTD:</u> \$20,035.00
RSG, INC	34495	08/29/2022	I009146	AFFORDABLE HOUSING COMPLIANCE MONITORING SERVICES-JUL. 2022	\$2,696.25
Remit to: IRVINE, CA					<u>FYTD:</u> \$14,956.25
SAFE HAUS CRAFT BEER & KITCHEN, INC.	243967	08/08/2022	7/20/2022	HIRE A MOVAL GRAD INCENTIVE PROGRAM	\$1,000.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,000.00
SANCHEZ FONSECA, DANIELA	34462	08/22/2022	SUMMER 2022	TUITION/EMPLOYEE EDUCATION REIMBURSEMENT	\$2,000.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$2,000.00
SCHINDLER, ALDO ESTRELLA	34496	08/29/2022	9/07 - 9/09/22	TRAVEL PER DIEM - LEAGUE OF CA CITIES ANNUAL CONF & EXPO	\$185.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$185.00

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SECURITY LOCK & KEY	243929	08/01/2022	31569	KEY COPIES-ANIMAL SHELTER	\$221.54
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$221.54
SECURITY SIGNAL DEVICES, INC. DBA SSD ALARM	34463	08/22/2022	R-00387837	ALARM SYSTEM SERVICES FOR MOVAL & KITCHING SUBSTATIONS- SEP. 2022	\$464.85
Remit to: ANAHEIM, CA					<u>FYTD:</u> \$1,394.55
SIGNS BY TOMORROW	34356	08/08/2022	28857	UPDATE & INSTALLATION OF 3 PUBLIC HEARING SIGNS	\$911.25
Remit to: MURRIETA, CA					<u>FYTD:</u> \$911.25
SKY PUBLISHING	34357	08/08/2022	22.4_14	FULL PAGE MAGAZINE AD-FLOOD PLAIN MGMT PUBLIC SVC MSG/2022 ISS 4	\$1,500.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,500.00
SMC PLUMBING & DRAIN	243944	08/01/2022	P36849	PLUMBING SERVICE-RESTROOM AT MORENO VALLEY MALL LIBRARY 9/24/21	\$300.00
Remit to: CORONA, CA					<u>FYTD:</u> \$300.00
SOUTHERN CALIFORNIA EDISON	243930	08/01/2022	JUL-22 8/01/22	ELECTRICITY CHARGES	\$13,450.62
		08/01/2022	JUN-22 8/01/22	ELECTRICITY CHARGES	
		08/15/2022	JUL-22 8/15/22	ELECTRICITY CHARGES	\$5,620.83
Remit to: ROSEMEAD, CA					<u>FYTD:</u> \$562,473.74
SOUTHERN CALIFORNIA GAS CO.	244081	08/29/2022	JUL-2022	GAS CHARGES	\$6,427.09
Remit to: MONTEREY PARK, CA					<u>FYTD:</u> \$14,372.77
SOUTHERN PET SUPPLIES	34314	08/01/2022	9952	PET SUPPLIES-ASSORTED COLLARS & NYLON LEADS	\$419.65
Remit to: SAN DIEGO, CA					<u>FYTD:</u> \$419.65

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SOUTHWEST INSPECTION AND TESTING	34358	08/08/2022	55674	JUAN BAUTISTA TRAIL ATP 2	\$2,671.88
Remit to: LA HABRA, CA					FYTD: \$2,671.88
STANDARD INSURANCE CO	243932	08/01/2022	220701	EMPLOYEE SUPPLEMENTAL INSURANCE	\$1,033.33
	244015	08/15/2022	20220801	EMPLOYEE SUPPLEMENTAL INSURANCE	\$1,177.90
Remit to: PORTLAND, OR					FYTD: \$2,211.23
STANLEY CONVERGENT SECURITY SOLUTIONS, INC	34425	08/15/2022	6002336761	ALARM SYSTEM MONITORING-LIBRARY/MAY-JUL 2022	\$3,742.08
		08/15/2022	6002338043-CH	ALARM SYSTEM MONITORING-CITY HALL/MAY-JUL 2022	
		08/15/2022	6002337757	ALARM SYSTEM MONITORING-COTTONWOOD GOLF CENTER/MAY-JUL 2022	
		08/15/2022	6002291268	ALARM SYSTEM MONITORING-PUBLIC SAFETY BUILDING/APR-JUN 2022	
		08/15/2022	6002329692	ALARM SYSTEM MONITORING-ANNEX 1 FIRE ALARM/MAY-JUL 2022	
		08/15/2022	6002296601	ALARM SYSTEM MONITORING-CY SANTIAGO OFFICE FIRE ALARM/APR-JUN 22	
		08/15/2022	6002295010	ALARM SYSTEM MONITORING-ANNEX 1, TOWNGATE CTR & CRC/APR-JUN 2022	
		08/15/2022	6002295213	ALARM SYSTEM MONITORING-SUNNYMEAD MID. SCHOOL-THINK/APR-JUN 2022	
		08/15/2022	6002340341	ALARM SYSTEM MONITORING-RAINBOW RIDGE CHILDCARE/MAY-JUL 2022	
		08/15/2022	6002331053	ALARM SYSTEM MONITORING-VAL VERDE (RED MAPLE) CC/MAY-JUL 2022	
Remit to: PALATINE, IL					FYTD: \$19,557.60

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STARLITE RECLAMATION ENVIRONMENTAL SERVICES, INC.	34426	08/15/2022	120752	REMOVAL OF HAZARDOUS WASTE MATERIAL-CITY YARD	\$4,473.00
Remit to: FONTANA, CA					FYTD: \$4,473.00
STATE BOARD OF EQUALIZATION 1	34503	08/24/2022	073122	SALES & USE TAX REPORT FOR 7/1-7/31/22	\$1,341.00
Remit to: SACRAMENTO, CA					FYTD: \$9,398.00

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STATE OF CALIFORNIA DEPT. OF JUSTICE	244016	08/15/2022	565763 (BL)	FINGERPRINTING SERVICES-BUSINESS LICENSE RELATED-FEB.	\$991.00
		08/15/2022	565763 (PCS)	FINGERPRINTING SERVICES-P&CS COACHES-FEB. 2022	
		08/15/2022	565763 (HR)	FINGERPRINTING SERVICES-HR/EMPLOYMENT/VOLUNTEERS RELATED-FEB2022	
	244017	08/15/2022	577802 (OEM)	FINGERPRINTING SERVICES-OEM/ERF RELATED-APR. 2022	\$1,066.00
		08/15/2022	577802 (PCS)	FINGERPRINTING SERVICES-P&CS COACHES-APR. 2022	
		08/15/2022	577802 (BL)	FINGERPRINTING SERVICES-BUSINESS LICENSE RELATED-APR. 2022	
		08/15/2022	577802 (HR)	FINGERPRINTING SERVICES-HR/EMPLOYMENT/VOLUNTEERS RELATED-APR2022	
	244018	08/15/2022	583693 (OEM)	FINGERPRINTING SERVICES-OEM/ERF RELATED-MAY 2022	\$1,601.00
		08/15/2022	583693 (BL)	FINGERPRINTING SERVICES-BUSINESS LICENSE RELATED-MAY 2022	
		08/15/2022	583693 (HR)	FINGERPRINTING SERVICES-HR/EMPLOYMENT/VOLUNTEERS RELATED-MAY2022	
	244019	08/15/2022	583693 (PCS)	FINGERPRINTING SERVICES-P&CS COACHES-MAY 2022	
		08/15/2022	590309 (PCS)	FINGERPRINTING SERVICES-P&CS COACHES-JUN. 2022	\$1,343.00
08/15/2022		590309 (HR)	FINGERPRINTING SERVICES-HR/EMPLOYMENT/VOLUNTEERS RELATED-JUN2022		
08/15/2022		590309 (BL)	FINGERPRINTING SERVICES-BUSINESS LICENSE RELATED-JUN. 2022		
		08/15/2022	590309 (OEM)	FINGERPRINTING SERVICES-OEM/ERF RELATED-JUN. 2022	
Remit to: SACRAMENTO, CA					FYTD: \$6,573.00
STATEWIDE TRAFFIC SAFETY AND SIGNS, INC	34464	08/22/2022	13009422	TRAFFIC SAFETY LIME/ORANGE T-SHIRTS	\$1,664.40
		08/22/2022	13009407	36" TUBULAR SURFACE MOUNT KIT	
Remit to: PASADENA, CA					FYTD: \$1,664.40

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STEVEN B. QUINTANILLA A PROFESSIONAL CORPORATION	34465	08/22/2022	JUL-22/NIELSEN	SPECIAL COUNSEL LITIGATION SERVICES 7/01-7/31/22	\$11,508.16
Remit to: PALM SPRINGS, CA					FYTD: \$418,827.40
STILES ANIMAL REMOVAL, INC.	243933	08/01/2022	2218	DECEASED LARGE ANIMAL REMOVAL SERVICES-JUN. 2022	\$1,605.00
	244055	08/22/2022	2321	DECEASED LARGE ANIMAL REMOVAL SERVICES-JUL. 2022	\$2,240.00
Remit to: GUAISTI, CA					FYTD: \$3,845.00
STONE SOUL BAND	243969	08/08/2022	0001	2022 MOVAL ROCKS MUSIC PERFORMANCE 7/28/22	\$2,000.00
Remit to: SANTA MONICA, CA					FYTD: \$2,000.00
SUNNYMEAD ACE HARDWARE	243970	08/08/2022	95471	MISC SUPPLIES FOR FIRE STATION 2	\$196.97
		08/08/2022	95243	MISC SUPPLIES FOR FIRE STATION 99	
	244056	08/22/2022	95739	MISC SUPPLIES FOR FIRE STATION 2	\$184.63
		08/22/2022	95699	MISC SUPPLIES FOR FIRE STATION 6	
		08/22/2022	95557	MISC SUPPLIES FOR FIRE DEPARTMENT-ADMIN.	
	244082	08/29/2022	95793	MISC SUPPLIES FOR FIRE STATION 65	\$87.13
		08/29/2022	95752	MISC. SUPPLIES FOR PD	
Remit to: MORENO VALLEY, CA					FYTD: \$579.77
THE HOME DEPOT	244040	08/15/2022	BOC22-0012	REFUND BUILDING PERMIT FEE-PROJECT CANCELLED-25193 BRANDING IRON	\$194.08
Remit to: POWAY, CA					FYTD: \$194.08
THEN, KERI A.	243993	08/08/2022	NOV. 2, 2021	CANDIDATE STATEMENT REIMBURSEMENT-11/2/21 GEN. ELECTION	\$357.77
Remit to: MORENO VALLEY, CA					FYTD: \$357.77

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THOMSON REUTERS-WEST PUBLISHING CORP.	34467	08/22/2022	846789727	AUTO TRACK SERVICES FOR PD INVESTIGATIONS-JUL. 2022	\$1,295.14
Remit to: CAROL STREAM, IL					FYTD: \$2,590.28
TITAN RENTAL GROUP, INC.	243934	08/01/2022	RES# 44651-FINAL	RENTAL OF CHAIRS FOR SPECIAL EVENT	\$71.55
Remit to: MORENO VALLEY, CA					FYTD: \$661.75
TKE ENGINEERING INC	243935	08/01/2022	2022-285	CONSULTANT PLAN CHECK SERVICES-PM 37429 ANGELLA WAY/PEN18-0042	\$1,152.50
		08/01/2022	2022-286	CONSULTANT PLAN CHECK SERVICES-PROJECT 128-13.06 RES. CORP. CTR.	
	243936	08/01/2022	2022-551	PROF. CONSTRUCTION SERVICES-MARQUEE SIGN PROJECT/MAY 2022	\$2,007.50
		08/01/2022	2022-434	PROF. CONSTRUCTION SERVICES-MARQUEE SIGN PROJECT/APR. 2022	
		08/01/2022	2022-282	PROF. CONSTRUCTION SERVICES-DEMONSTRATION GARDEN PROJECT/MAR-21	
		08/01/2022	2022-283	PROF. CONSTRUCTION SERVICES-MARQUEE SIGN PROJECT/MAR. 2022	
	243971	08/08/2022	2022-281	AMPHITHEATER PROJECT CONSTRUCTION MANAGEMENT SERVICES-MAR. 2022	\$1,705.00
		08/08/2022	2022-658	AMPHITHEATER PROJECT CONSTRUCTION MANAGEMENT SERVICES-JUN. 2022	
		08/08/2022	2022-550	AMPHITHEATER PROJECT CONSTRUCTION MANAGEMENT SERVICES-APR/MAY 22	
Remit to: RIVERSIDE, CA					FYTD: \$68,795.00
T-MOBILE USA, INC.	244083	08/29/2022	9504519045	CELLULAR TECHNOLOGY EXTRACTION/LOCATOR SERVICES FOR PD	\$50.00
		08/29/2022	9503656030	CELLULAR TECHNOLOGY EXTRACTION/LOCATOR SERVICES FOR PD	
Remit to: SEATTLE, WA					FYTD: \$2,535.00

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TORTORO ENTERPRISES INC. DBA FUN SERVICES	244021	08/15/2022	231342	RENTALS/SERVICES FOR FUN ZONE AT JULY 4TH EVENT	\$7,313.00
Remit to: YORBA LINDA, CA					FYTD: \$7,313.00
TOWNSEND PUBLIC AFFAIRS, INC.	34498	08/29/2022	18745	CONSULTING SERVICES-LOBBYIST/ADVOCATE & GRANT WRITING-AUG. 2022	\$8,000.00
		08/29/2022	18621	CONSULTING SERVICES-LOBBYIST/ADVOCATE & GRANT WRITING-JUL. 2022	
Remit to: NEWPORT BEACH, CA					FYTD: \$12,000.00
TRANSTECH ENGINEERS, INC.	34317	08/01/2022	20216985	BUILDING PLAN CHECK SERVICES FOR BLDG. & SAFETY DEPT-JUN. 2022	\$18,182.10
		08/01/2022	20217067	TRANSPORTATION PLANNING SVCS.-JUN. 2022/TRF REV OF M.V. MALL TIA	
		08/01/2022	20216743	BUILDING PLAN CHECK SERVICES FOR BLDG. & SAFETY DEPT-MAY 2022	
		08/01/2022	20217068	TRANSPORTATION PLANNING SVCS.-JUN. 2022/TRF PERRIS @ PENTECOSTAL	
		08/01/2022	20217069	TRANSPORTATION PLANNING SVCS.-JUN. 2022/PROJ 220495 TRF TR 38236	
		08/01/2022	20217066	TRANSPORTATION PLANNING SVCS.-JUN. 2022/MV TOWN CTR. TIA PROJECT	
		08/01/2022	20217070	TRANSPORTATION PLANNING SVCS.-JUN. 2022/TRF ALESSANDRO WALK TIA	
Remit to: CHINO, CA					FYTD: \$18,182.10
TRICHE, TARA	34318	08/01/2022	JUL. 2022	INSTRUCTOR SERVICES-BALLET/DANCE EXPLORATION CLASSES	\$1,014.30
	34499	08/29/2022	AUG. 2022	INSTRUCTOR SERVICES-BALLET/DANCE EXPLORATION CLASSES	\$1,112.40
Remit to: MORENO VALLEY, CA					FYTD: \$2,126.70

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TRINITY DIVERSIFIED, INC.	244057	08/22/2022	8429	PARTS/SUPPLIES FOR STRIPING & STENCIL TRUCKS	\$498.73
Remit to: GARDENA, CA					FYTD: \$1,111.55
TRUE POWER SOLAR	244041	08/15/2022	BON22-1237	REFUND BUILDING PERMIT FEE-PROJECT CANCELLED-26855 CLAYSTONE	\$263.04
Remit to: POMONA, CA					FYTD: \$263.04
TRUEPOINT SOLUTIONS, LLC	34319	08/01/2022	22-0566	SUPPORT SERVICES-MAY 2022-ACP/ACA SUPPORT & ENHANCEMENTS	\$3,225.00
		08/01/2022	22-0307	ON-CALL CONSULTING SERVICES-MAR. 2022-ACP SCRIPTING FOR CODE	
		08/01/2022	22-0568	ON-CALL CONSULTING SERVICES-MAY 2022-ACP SCRIPTING FOR CODE	
	34427	08/15/2022	22-0182	ACP STAFF TRAINING SERVICES-FEB. 2022	\$2,100.00
		08/15/2022	22-0440	ON-CALL CONSULTING SERVICES-APR. 2022-ACP SCRIPTING FOR CODE	
		08/15/2022	22-0567	ACP STAFF TRAINING SERVICES-MAY 2022	
Remit to: LOOMIS, CA					FYTD: \$5,325.00
TUMON BAY RESORT & SPA	34320	08/01/2022	AUG. 2022 RENT	AUG. 2022 RENT (INCL. CAM, ETC) FOR BUSINESS & EMP. RESOURCE CTR	\$8,152.37
	34500	08/29/2022	SEP. 2022 RENT	SEP. 2022 RENT (INCL. CAM, ETC) FOR BUSINESS & EMP. RESOURCE CTR	\$8,152.37
Remit to: TAMUNING, GU					FYTD: \$16,304.74
U.S. BANK NA	34428	08/15/2022	13338370	INVESTMENT CUSTODIAL SERVICES-JUNE 2022	\$880.00
Remit to: ST. PAUL, MN					FYTD: \$1,815.00

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UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	34429	08/15/2022	620220465 (d)	DIGALERT TICKETS SUBSCRIPTION SERVICE-JUN. 2022	\$300.40
		08/15/2022	620220465 (c)	DIGALERT TICKETS SUBSCRIPTION SERVICE-JUN. 2022	
		08/15/2022	620220465 (b)	DIGALERT TICKETS SUBSCRIPTION SERVICE-JUN. 2022	
		08/15/2022	620220465 (a)	DIGALERT TICKETS SUBSCRIPTION SERVICE-JUN. 2022	
	244022	08/15/2022	dsb20211696 (b)	CA STATE FEE FOR REGULATORY COSTS TO SAFE EXCAVATION BOARD	\$92.14
		08/15/2022	dsb20211696 (a)	CA STATE FEE FOR REGULATORY COSTS TO SAFE EXCAVATION BOARD	
		08/15/2022	dsb20211696 (c)	CA STATE FEE FOR REGULATORY COSTS TO SAFE EXCAVATION BOARD	
	08/15/2022	dsb20211696 (d)	CA STATE FEE FOR REGULATORY COSTS TO SAFE EXCAVATION BOARD		
Remit to: CORONA, CA					<u>FYTD:</u> \$776.83
UNITED SITE SERVICES OF CA, INC.	34430	08/15/2022	114-13212463	FENCE RENTAL AT ANIMAL SHELTER 06/30-07/27/22	\$106.40
	34468	08/22/2022	114-13270317	FENCE RENTAL AT ANIMAL SHELTER 07/28-08/24/22	\$106.40
Remit to: DALLAS, TX					<u>FYTD:</u> \$212.80
UNITED STATES TREASURY - 2	244023	08/15/2022	JUNE 30, 2022	2ND QTR 2022 FEDERAL EXCISE TAX-FORM 720/EIN 33-0076484	\$1,068.57
Remit to: OGDEN, UT					<u>FYTD:</u> \$1,068.57

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VACATE TERMITES & PEST ELIMINATION COMPANY	34322	08/01/2022	117411	PEST CONTROL SERVICE-JUN. 2022-FIRE STATION 91	\$1,115.00
		08/01/2022	117346	PEST CONTROL SERVICE-JUN. 2022-CITY YARD	
		08/01/2022	117348	PEST CONTROL SERVICE-JUN. 2022-CITY YARD SANTIAGO OFFICE	
		08/01/2022	117353	PEST CONTROL SERVICE-JUN. 2022-SENIOR CENTER	
		08/01/2022	117418	PEST CONTROL SERVICE-JUN. 2022-FIRE STATION 2	
		08/01/2022	117355	PEST CONTROL SERVICE-JUN. 2022-MARCH FIELD PARK COMMUNITY CTR.	
		08/01/2022	117615	PEST CONTROL SERVICE-JUN. 2022-CITY HALL	
		08/01/2022	117347	PEST CONTROL SERVICE-JUN. 2022-TRANSPORTATION TRAILER	
		08/01/2022	117415	PEST CONTROL SERVICE-JUN. 2022-FIRE STATION 58	
		08/01/2022	117349	PEST CONTROL SERVICE-JUN. 2022-LIBRARY	
		08/01/2022	117356	PEST CONTROL SERVICE-JUN. 2022-MARCH ANNEX	
		08/01/2022	117422	PEST CONTROL SERVICE-JUN. 2022-FIRE STATION 65	
		08/01/2022	117412	PEST CONTROL SERVICE-JUN. 2022-FIRE STATION 99	
		08/01/2022	117616	PEST CONTROL SERVICE-JUN. 2022-EOC	
		08/01/2022	117428	PEST CONTROL SERVICE-JUN. 2022-FIRE STATION 48	
		08/01/2022	117427	PEST CONTROL SERVICE-JUN. 2022-FIRE STATION 6	
		08/01/2022	117607	PEST CONTROL SERVICE-JUN. 2022-ANNEX 1	
		08/01/2022	117611	PEST CONTROL SERVICE-JUN. 2022-ANIMAL SHELTER	
		08/01/2022	117608	PEST CONTROL SERVICE-JUN. 2022-COTTONWOOD GOLF CENTER	
		08/01/2022	117619	PEST CONTROL SERVICE-JUN. 2022-PUBLIC SAFETY BUILDING	
		08/01/2022	117359	PEST CONTROL SERVICE-JUN. 2022-TOWNGATE COMMUNITY CENTER	
		08/01/2022	117614	PEST CONTROL SERVICE-JUN. 2022-CONFERENCE & REC. CENTER	
	34431	08/15/2022	114347	MOSQUITO ABATEMENT SERVICE-PUBLIC SAFETY BLDG.	\$4,545.00
	34469	08/22/2022	118363	PEST CONTROL SERVICE-JUL. 2022-UTILITY FIELD OFFICE	\$90.00
		08/22/2022	118572	PEST CONTROL SERVICE-AUG. 2022-UTILITY FIELD OFFICE	

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For Period 8/1/2022 through 8/31/2022

CHECKS UNDER \$25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
Remit to: MORENO VALLEY, CA					FYTD: \$7,355.00
VAL VERDE UNIFIED SCHOOL DISTRICT	243937	08/01/2022	5790	JACKETS & HATS FOR PARKS & COMMUNITY SVCS DEPT. STAFF	\$6,209.62
Remit to: PERRIS, CA					FYTD: \$6,209.62
VALLEY WIDE TOWING, LLC	34470	08/22/2022	22-12037	EVIDENCE TOWING FOR PD	\$2,457.00
		08/22/2022	12026	EVIDENCE TOWING FOR PD	
		08/22/2022	12126	EVIDENCE TOWING FOR PD	
		08/22/2022	22-12007	EVIDENCE TOWING FOR PD	
		08/22/2022	12009	EVIDENCE TOWING FOR PD	
		08/22/2022	22-12065	EVIDENCE TOWING FOR PD	
		08/22/2022	22-12066	EVIDENCE TOWING FOR PD	
	34501	08/29/2022	12156	EVIDENCE TOWING FOR PD	\$955.50
Remit to: MORENO VALLEY, CA					FYTD: \$5,869.50
VERIZON WIRELESS	243938	08/01/2022	9910823784	DATA CHARGES FOR CELLULAR SERVICE FOR PD DEVICES	\$498.12
	244084	08/29/2022	9913152529	DATA CHARGES FOR CELLULAR SERVICE FOR PD DEVICES	\$496.11
Remit to: DALLAS, TX					FYTD: \$1,523.87
VERTIGIS NORTH AMERICA DBA LATITUDE GEOGRAPHICS	244058	08/22/2022	IN-VGNA-00003346	GCX HOSTING/GCX STANDARD STARTER - SUBSCRIPTION 7/1/22-6/30/23	\$10,255.00
Remit to: VICTORIA, BC					FYTD: \$10,255.00

Attachment: AUGUST 2022 PAYMENT REGISTER (5970 : AUGUST PAYMENT REGISTER 2022)



**City of Moreno Valley
Payment Register
For Period 8/1/2022 through 8/31/2022**

CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
VICTOR MEDICAL CO	34432	08/15/2022	5593654	ANIMAL MEDICAL SUPPLIES/VACCINES	\$3,155.94
		08/15/2022	5593623	ANIMAL MEDICAL SUPPLIES/VACCINES	
		08/15/2022	5594238	ANIMAL MEDICAL SUPPLIES/VACCINES	
		08/15/2022	5594479	ANIMAL MEDICAL SUPPLIES/VACCINES	
		08/15/2022	5602197	ANIMAL MEDICAL SUPPLIES/VACCINES	
	34471	08/22/2022	5616059	ANIMAL MEDICAL SUPPLIES/VACCINES	\$1,290.31
Remit to: LAKE FOREST, CA					FYTD: \$4,446.25
VISION SERVICE PLAN	34433	08/15/2022	815662089	EMPLOYEE VISION INSURANCE	\$3,581.00
Remit to: SAN FRANCISCO, CA					FYTD: \$6,736.08
VOICES FOR CHILDREN, INC.	34359	08/08/2022	12 / JUN-22	CDBG SUBRECIPIENT PAYMENT-COURT APPTD. SPECIAL ADVOCATE PROGRAM	\$7,855.15
		08/08/2022	11 / MAY-22	CDBG SUBRECIPIENT PAYMENT-COURT APPTD. SPECIAL ADVOCATE PROGRAM	
		08/08/2022	10 / APR-22	CDBG SUBRECIPIENT PAYMENT-COURT APPTD. SPECIAL ADVOCATE PROGRAM	
Remit to: SAN DIEGO, CA					FYTD: \$10,870.72
VOYAGER FLEET SYSTEM, INC.	34434	08/15/2022	8693366022226	FUEL CARD CHARGES-PD TRAFFIC MOTORS	\$3,536.35
Remit to: HOUSTON, TX					FYTD: \$27,392.78
VULCAN MATERIALS CO, INC.	34435	08/15/2022	73331774	ASPHALTIC/CRACK SEAL MATERIALS	\$385.50
		08/15/2022	73331773	ASPHALTIC/CRACK SEAL MATERIALS	
		08/15/2022	73329951	ASPHALTIC/CRACK SEAL MATERIALS	
Remit to: LOS ANGELES, CA					FYTD: \$1,806.55

Attachment: AUGUST 2022 PAYMENT REGISTER (5970 : AUGUST PAYMENT REGISTER 2022)



**City of Moreno Valley
Payment Register
For Period 8/1/2022 through 8/31/2022**

CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
WEST COAST ARBORISTS, INC.	34323	08/01/2022	187865	TREE & STUMP REMOVAL SERVICES - ZONE E-7	\$1,476.80
		08/01/2022	187802	TREE & STUMP REMOVAL SERVICES - ZONE D	
Remit to: ANAHEIM, CA					FYTD: \$15,710.80
WEST COAST SHOPPING CART SERVICE, INC.	244085	08/29/2022	22-036	SHOPPING CART RETRIEVAL SERVICES-JUL. 2022	\$3,663.50
Remit to: WEST COVINA, CA					FYTD: \$9,379.75
WESTERN MUNICIPAL WATER DISTRICT	243939	08/01/2022	24753-018620/JN2	WATER CHARGES-M.A.R.B. BALLFIELDS	\$5,591.00
		08/01/2022	23821-018257/JN2	WATER CHARGES-MARCH FIELD PARK COMMUNITY CTR. LANDSCAPE	
		08/01/2022	23821-018258/JN2	WATER CHARGES-MARCH FIELD PARK COMMUNITY CTR.-BLDG. 938	
		08/01/2022	23866-018292/JN2	WATER CHARGES-SKATE PARK	
	244086	08/29/2022	23821-018258/JL2	WATER CHARGES-MARCH FIELD PARK COMMUNITY CTR.-BLDG. 938	\$5,901.41
		08/29/2022	23821-018257/JL2	WATER CHARGES-MARCH FIELD PARK COMMUNITY CTR. LANDSCAPE	
		08/29/2022	23866-018292/JL2	WATER CHARGES-SKATE PARK	
		08/29/2022	24753-018620/JL2	WATER CHARGES-M.A.R.B. BALLFIELDS	
Remit to: ARTESIA, CA					FYTD: \$11,492.41
WESTERN RENEWABLE ENERGY GENERATION	243972	08/08/2022	WR31497	RENEWABLE ENERGY CERTIFICATES-CREATED	\$263.78
		08/08/2022	WR33091	RENEWABLE ENERGY CERTIFICATES-CREATED	
		08/08/2022	WR32575	RENEWABLE ENERGY CERTIFICATES-CREATED/RETIRED	
		08/08/2022	WR32044	RENEWABLE ENERGY CERTIFICATES-CREATED	
Remit to: SALT LAKE CITY, UT					FYTD: \$263.78

Attachment: AUGUST 2022 PAYMENT REGISTER (5970 : AUGUST PAYMENT REGISTER 2022)



City of Moreno Valley
Payment Register
For Period 8/1/2022 through 8/31/2022

CHECKS UNDER \$25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
WILLDAN FINANCIAL SERVICES	34437	08/15/2022	010-51785	CONTINUING DISCLOSURE DISSEMINATION SERVICES	\$907.64
		08/15/2022	010-51849	CARES ACT GRANT ADMINISTRATION SERVICES-JUN. 2022	
Remit to: TEMECULA, CA					FYTD: \$14,888.89
WOLTERS KLUWER	34438	08/15/2022	5413123326	5 ADDTL. PDFLYER STANDALONE SOFTWARE SUBSCRIPTIONS	\$1,410.00
Remit to: TORRANCE, CA					FYTD: \$1,410.00
WRCOG - WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS	244059	08/22/2022	1413	SB 1383 CAPACITY PLANNING STUDY SERVICES - FY 21/22	\$12,704.00
		08/22/2022	1414	SB 1383 CAPACITY PLANNING STUDY SERVICES - FY 22/23	
Remit to: RIVERSIDE, CA					FYTD: \$12,704.00
XEROX CAPITAL SERVICES, LLC	34361	08/08/2022	016589815	COLOR COPIER EQUIPMENT LEASE-JUN. 2022-GRAPHICS DEPT.	\$733.00
		08/08/2022	016589814	COLOR COPIER LEASE/BILLABLE PRINTS-JUN. 2022-GRAPHICS DEPT.	
Remit to: PASADENA, CA					FYTD: \$2,183.45
YOLANDA LARES OR RICHARD ORTIZ	244070	08/22/2022	PEN22-0097	REFUND - PROJECT APPLICATION WITHDRAWAL PEN22-0097	\$850.00
Remit to: MORENO VALLEY, CA					FYTD: \$850.00
ZALAYA, MILTON	243945	08/01/2022	R22-165975	ANIMAL SERVICES REFUND-DUPLICATE WEB LICENSE PAYMENT	\$15.00
Remit to: MORENO VALLEY, CA					FYTD: \$15.00
EMPLOYMENT DEVELOPMENT DEPARTMENT	34604	08/31/2022	2ND QUARTER 2022	UNEMPLOYMENT INSURANCE CLAIMS 04.01.2022 - 06.30.2022	\$4,645.00
Remit to: SACRAMENTO, CA					FYTD: \$222,864.66

Attachment: AUGUST 2022 PAYMENT REGISTER (5970 : AUGUST PAYMENT REGISTER 2022)



City of Moreno Valley
Payment Register
For Period 8/1/2022 through 8/31/2022

CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
TOTAL CHECKS UNDER \$25,000					\$1,209,057.55
GRAND TOTAL					\$14,158,213.51

Attachment: AUGUST 2022 PAYMENT REGISTER (5970 : AUGUST PAYMENT REGISTER 2022)



Report to City Council

TO: Mayor and City Council

FROM: Brian Mohan, Assistant City Manager

AGENDA DATE: October 18, 2022

TITLE: LIST OF PERSONNEL CHANGES

RECOMMENDED ACTION

Recommendation:

1. Ratify the list of personnel changes as described.

DISCUSSION

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

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

FISCAL IMPACT

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

PREPARATION OF STAFF REPORT

Prepared By:
Serina Astorga
Executive Assistant

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. Personnel Changes

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	10/10/22 12:20 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	10/10/22 1:46 PM

City of Moreno Valley
Personnel Changes- 9/1/22- 9/30/22
October 18, 2022

New Hires

Alexander Garcia, Parks Maintenance Worker, Parks & Community Services, Parks Maintenance

Ashley Velardes, Community Services Assistant Coordinator, Parks & Community Services, Recreation Services

Mayra Fragozo, Senior Office Assistant, Community Development, Community Enhancement & Neighborhood Services

Omar Ronald Rodriguez, Traffic Sign/Marking Tech II, Public Works, Transportation Engineering Division

Jamie Lambert, Community Services Coordinator, Parks & Community Services, Recreation Services

Valerie Villalpando, Accountant II, Financial & Management Services, Financial Operations

Promotions

Angelica Aceves

From: Animal Services Assistant, Community Development, Animal Services

To: Animal Services License Inspector, Community Development, Animal Services

Regina Flores

From: Executive Assistant I, Financial & Management Services, Financial Administration

To: Accountant I, Financial & Management Services, Financial Operations

Transfers

Marylou Antero

From: Accountant II, Financial & Management Services Department, Financial Administration

To: Accountant II, Financial & Management Services Department, Financial Operations

Melissa Rodriguez-Elizondo

From: Senior Accountant, Financial & Management Services Department, Financial Administration

To: Senior Accountant, Financial & Management Services Department, Financial Operations

Serina Astorga

From: Executive Assistant I, City Attorney

To: Executive Assistant I, Financial & Management Services Department, Financial Administration

Jennifer McDowell

From: Paralegal, City Attorney

To: Paralegal, Financial & Management Services Department, Financial Administration

Ronald Allan Paranal Borrromeo

From: Associate Engineer I, Public Works, Transportation Engineering

To: Associate Engineer I, Public Works, Capital Projects

Separations

Jeffrey Bradshaw, Associate Planner, Community Development, Planning

Robert Campbell, Permit Technician, Community Development, Planning

Dean Ristow, Parks Maintenance Superintendent, Parks & Community Services, Parks Maintenance



Report to City Council

TO: Mayor and City Council

FROM: Brian Mohan, Assistant City Manager

AGENDA DATE: October 18, 2022

TITLE: APPROVAL OF SUCCESSOR MEMORANDA OF UNDERSTANDING BETWEEN THE CITY OF MORENO VALLEY AND THE MORENO VALLEY CITY EMPLOYEES ASSOCIATION, THE MORENO VALLEY MANAGEMENT ASSOCIATION, AND THE MORENO VALLEY CONFIDENTIAL MANAGEMENT EMPLOYEES, WITH EXTENSION OF PROVISIONS TO AFFECTED UNREPRESENTED CAREER EMPLOYEES AND APPROVAL OF AMENDED PERSONNEL RULES AND REGULATIONS

RECOMMENDED ACTION

Recommendations:

1. Approve the successor Memoranda of Understanding between the City of Moreno Valley and the Moreno Valley City Employees' Association (Attachment 1), the Moreno Valley Management Association (Attachment 2), and the Moreno Valley Confidential Management Employees (Attachment 3), effective July 1, 2023 through June 30, 2025.
2. Extend the provisions of these agreements to unrepresented career employees.
3. Authorize the City Manager, Assistant City Manager and City Attorney to finalize the draft Personnel Rules and Regulations (Attachment 4) as modified to reflect changes in the successor MOUs and minor changes as requested by and in concurrence with the Associations.
4. Approve updates to the Salary Schedule to incorporate revisions as specified in the attached Memoranda of Understanding.

SUMMARY

Negotiations for successor Memoranda of understanding resulted in new tentative agreements with each employee bargaining unit. This report recommends the approval of successor Memoranda between the City of Moreno Valley and the following Associations: the Moreno Valley City Employees' Association (MVCEA), the Moreno Valley Management Association (MVMA), and the Moreno Valley Confidential Management Employees (MVCME). Consistent with actions taken in prior years, it is recommended that the provisions of the agreements be extended to unrepresented career employees. Staff also recommends authorizing the City Manager, Assistant City Manager and City Attorney to finalize the amended City Personnel Rules and Regulations to reflect these changes including minor revisions as requested by and in concurrence with the Associations and approve updates to the Salary Schedule to incorporate the revisions as specified in the Memoranda of Understanding.

DISCUSSION

In May 2020, due to the pandemic and financial situation, in accordance with the City Council's direction, the City's negotiations team met with representatives of MVCEA and MVMA in order to negotiate amended agreements. The primary objectives of the negotiations were to be reactive to the then pandemic financial impacts and to minimize long-term impacts to city positions.

As a result of these negotiations, City employees conceded to a 15% furlough, rescind an upcoming 3% increase, freeze merit increases and implemented a hiring chill. The items listed were in place until June 30, 2021.

Also in March 2021, due to the on-going financial uncertainty of the pandemic, the City's negotiating team again used the primary objectives above to negotiate the current set of terms, which are effective July 1, 2021 through June 30, 2023.

As a result of these negotiations, City employees agreed that effective June 30, 2021 the furlough, merit freeze and hiring chill would end. They agreed to only a 0.5% in CPI and 0.5% in HRA effective July 2022.

The above employee concessions assisted in stabilizing the City's financial uncertainty during the pandemic years. Management would like to thank the employees for their continued public service over the last several years under the conditions listed above.

As we look to the next year, the collective bargaining agreements between the City and each of its three bargaining groups will expire on June 30, 2023. In accordance with the City Council's direction in July 2022, the City's negotiations team met with representatives of MVCEA and MVMA in order to negotiate new agreements. The MVCME bargaining unit has a long-standing parity agreement with the other Associations. The MVCME leadership and the City will continue to recognize the parity agreement.

The primary objectives of the negotiations were to recognize increases to the cost-of-

living index to remain competitive in attracting and retaining exceptional talent, provide consideration for prior employee concessions, while retaining a high caliber workforce to achieve Momentum MoVal strategic priorities.

Over the past several months, representatives of MVCEA, MVMA and the City have negotiated in good faith on terms of the successor Memoranda. The City and each of its bargaining groups have reached tentative agreements for successor Memoranda. The provisions of the proposed amendments are detailed in the attachments.

ALTERNATIVES

1. Approve the successor Memoranda between the City of Moreno Valley and MVCEA, and MVMA for the period of July 1, 2023 through June 30, 2025. Extend the provisions of the Associations agreements to employees represented by MVCME and to unrepresented career employees. Authorize updates to the Personnel Rules and Regulations and Approve Salary Schedule to incorporate revisions as specified in the Memoranda of Understanding. ***Staff recommends this alternative.***
2. Provide alternate direction to staff.

FISCAL IMPACT

Cost to implement the terms and conditions of the updated Memoranda of Understanding over the two fiscal years will be included and fully funded in the Proposed Budget (FY 2023-24 and FY 2024-25), which is expected to go to Council in May 2023.

NOTIFICATION

Posting on the Agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Brian Mohan
Assistant City Manager/CFO/Treasurer

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

CITY COUNCIL GOALS

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

CITY COUNCIL STRATEGIC PRIORITIES

1. Economic Development
2. Public Safety

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

ATTACHMENTS

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

- 1. MOU-MVCEA - 2023-2025 - Final
- 2. MOU-MVMA - 2023-2025 - Final
- 3. MOU-MVCME 2023-2025 - Final
- 4. Personnel Rules And Regs Revised Draft 10.10.2022
- 5. salary-schedule-career
- 6. salary-schedule-exec
- 7. salary-schedule-pt non career

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	10/11/22 4:36 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	10/12/22 8:35 AM

MEMORANDUM OF UNDERSTANDING

between

THE CITY OF MORENO VALLEY

and

**MORENO VALLEY CITY EMPLOYEES
ASSOCIATION**

(General Unit)

July 1, 2023 to June 30, 2025

Attachment: MOU-MVCEA - 2023-2025 - Final (5968 : APPROVAL OF SUCCESSOR MEMORANDA OF UNDERSTANDING WITH MVCEA, MVMA

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ARTICLE 1**MEMORANDUM OF UNDERSTANDING****1.1 Parties to Memorandum of Understanding**

This Memorandum of Understanding (“MOU”) is made and entered into by and between the City of Moreno Valley, a Municipal Corporation (“City”), and the Moreno Valley City Employees’ Association (“Association” or “MVCEA”). This MOU sets forth the full terms and conditions of employment for members of the Association, subject to amendments agreed to by the parties in subsequent negotiations as provided for in this document. The following is a list of provisions agreed to between the parties.

1.2 Governing Statute

This MOU is entered into pursuant to the Meyers-Milias-Brown Act (“MMBA”) and Government Code Section 3500 *et seq.*

1.3 Term

This MOU shall be effective from July 1, 2023 and continue in effect up to and including June 30, 2025.

ARTICLE 2**RECOGNITION AND DESCRIPTION OF BARGAINING UNIT****2.1 Recognition**

The City recognizes the Association as the exclusive representative of the General Unit (“Unit”) in accordance with Resolution No. 92-110 of the City and MMBA. The General Unit includes all regular full-time and career part-time non-exempt and non-sworn employees of the City. This definition specifically excludes all elected officials and commissioners, as well as all management, supervisory employees.

The parties agree that the City may designate certain non-exempt employees as "confidential" and that employees meeting the definition of "professional" in job classifications requiring certain licensing and/or state certifications such as teachers, nurses, doctors and certified engineers may request recognition of a bargaining unit made up of professional employees

exclusively.

A Confidential Employee is an administrative support employee who works directly for a Department Director, the Assistant City Manager, the City Manager, the City Attorney, the City Clerk, City Council or in the Human Resources Department. Confidential employees are prohibited from being part of the MVCEA negotiating team or from representing other employees on matters within the scope of representation pursuant to the Meyers-Milias-Brown Act. There are no other limitations on these Confidential Employees' rights to be members of and hold office in MVCEA in compliance with Section 3507.5 of the Government Code (Meyers-Milias-Brown Act).

2.2 Description of Bargaining Unit

The description of the Unit is contained in Appendix A attached to this MOU and incorporated herein by reference.

ARTICLE 3

GENERAL TERMS

3.1 Purpose

It is the purpose of this MOU to promote and provide for a harmonious relation, cooperation, and understanding between the City and the employees covered herein, to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this MOU, and to set forth the understanding and agreement of the parties reached as a result of good faith negotiations.

3.2 Sole and Entire Understanding

It is the intent of the parties hereto that the provisions of this MOU shall supersede all prior agreements on the same subject matters and shall govern the entire relationship between the parties as provide for under this MOU.

3.3 Existing Conditions of Employment

It is agreed and understood by the parties that all existing wages, benefits and terms and conditions of employment not addressed or not specifically changed by this MOU that are within the lawful scope of the meet and confer process shall remain in full force and effect during the

entire term of this MOU.

3.4 Severability

Should any provision of this MOU be found to be inoperative, void, or invalid by a court of competent jurisdiction or a change in law, all other provisions of this MOU shall remain in full force and effect for the duration of this MOU.

3.5 Completion of the Meet and Confer Process

Each party hereto agrees that it has had a full and unrestricted right to make, advance, and discuss all matters within the scope of representation in accordance with state laws and city rules and regulations. Except as otherwise provided herein during the term of this MOU, the parties expressly waive and relinquish the right to meet and confer except by their mutual consent with respect to any desired changes in conditions of employment, whether referred to or covered by the MOU or not, even though each subject or matter may not have been within the knowledge or contemplation of either or both the City and MVCEA at the time they met and conferred or executed the MOU, and even though subjects or matters were proposed and later withdrawn. Nothing herein is intended to limit or restrict the parties from making changes to this MOU during the term of the agreement subject to mutual agreement of the parties.

3.6 External Law

The City shall comply with all Federal and State laws relating to employee rights, opportunities and benefits. This MOU is not intended to conflict with federal or state law.

3.7 Personnel Rules & Regulations

The City and MVCEA incorporate herein by reference the City of Moreno Valley Personnel Rules and Regulations. Both parties acknowledge that all obligations to meet and confer in good faith concerning these Personnel Rules have been discharged and each party waives any further meeting or conferring with respect thereto during the term of this MOU. Nothing herein is intended to limit or restrict the parties from making changes to the Personnel Rules & Regulations during the term of the agreement subject to mutual agreement of the parties.

3.8 Reopener Clause

The parties agree that no reopeners shall occur through the term of this MOU. Nothing

herein is intended to limit or restrict the parties from making changes to this MOU during the term of the agreement subject to mutual agreement of the parties.

3.9 Parity

During the term of this MOU, MVCEA shall have the right to incorporate into this MOU the comparable value of any additional economic enhancements agreed upon between the City and the Moreno Valley Management Association (MVMA).

3.10 Labor-Management Committee

A Labor-Management Committee, Co-Chaired by the MVCEA President/designee and the Human Resources Director will meet on a quarterly basis to discuss topics of concern to the Association and the City. The following principles will be followed to cultivate the ongoing success of this important communication forum:

(A) Parties will exchange topics at least 2 weeks in advance of each meeting, providing sufficient preparation time for meaningful, productive discussions; and

(B) The Labor-Management Committee will not serve as a forum to raise individual grievances or resolve matters more appropriately discussed at the work unit level.

3.11 Employee Concessions

During the term of this MOU, there shall be no other concessions by employees, reductions in City paid benefits or reductions to existing retirement contributions to the extent permitted by law.

ARTICLE 4

NON-DISCRIMINATION

4.1 Nondiscrimination

It is the policy of both the City and MVCEA not to unlawfully discriminate against any applicant or employee because of race, creed, color, sex, national origin, religion, physical handicap, marital status, ancestry, age, political affiliation, medical condition, membership, or non-membership in an employee organization. The City or its managers shall not unlawfully discriminate or discipline any employee for exercising any rights or benefits provided for in this agreement, the Personnel Rules and Regulations, or law.

4.2 **Protection of Rights**

The parties mutually recognize and agree to fully protect the rights of all employees to join and participate in the activities of the Association, and to have the Association represent them in their employment relations with the City. It is further agreed that nothing herein shall prohibit an employee from representing himself/herself individually or appearing on his/her own behalf with the City. No employee shall be intimidated, coerced, restrained, or discriminated against because of the exercise of these rights.

4.3 **Equal Protection of Rights**

Please refer to Personnel Rules and Regulations Section 1.80 Equal Employment Policy

4.4 **Discrimination and Anti-Harassment Policy**

Please refer to Personnel Rules and Regulations Section 1.85 Discrimination, Harassment and Anti-Bullying Policy

ARTICLE 5

EMPLOYEE ORGANIZATIONAL RIGHTS

5.1 **Membership**

All employees in the bargaining unit shall either join the Association as a full dues paying member or be a non-member and pay no dues. The amounts of full Association dues shall be determined and collected by Association in accordance with law. Unit members on an authorized leave of absence shall remain members of the Unit during such leave of absence.

5.2 **Dues Deductions**

The City shall deduct the amount of MVCEA regular and periodic dues as may be specified by MVCEA for those employees represented by MVCEA who have executed a valid, reasonable authorization form furnished by MVCEA and signed by the employee. All Association related deductions will be calculated into one amount and transmitted to the Association in one check each pay period by the City. MVCEA agrees to hold the City harmless and indemnify the City against any and all claims, causes of action or lawsuits arising out of the deduction or transmittal of such funds to MVCEA, except the intentional failure of the City to transmit to MVCEA monies deducted from the employees' pay pursuant to this article. The City will provide MVCEA with a

list of those employees who had dues deducted each pay period. The Association shall then inform the City to stop dues deduction starting with the beginning of the next pay period. In accordance with SB 866, Gov't Code §3550-3553, the City shall not deter or discourage employees or applicants from becoming or remaining members of the Association, or from authorizing representation by the Association, or from authorizing dues or fee deductions to the Association.

5.3 New Employee Orientations

In accordance with AB 119, Gov't Code §3555 3559, the City shall provide written notice to Association Representatives when a new employee is hired or promoted into the bargaining unit and provide reasonable release time for an Association Representative to meet with the new employee for the purpose of discussing membership in the Association. This new employee orientation should take place as promptly as possible on or after the first day of employment.

The City agrees to furnish each new employee in the bargaining unit with a copy of the MOU at the commencement of his/her employment.

5.4 Representational Information / Demographic Reports

In accordance with AB 119, Gov't Code §3555 3559, the City shall provide to Association Representatives the name, hire date, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with the City, and home address of any newly hired employee within 30 days of the date of hire or by the first pay period of the month following hire, and the City shall also provide to Association Representatives with a list of that information for all employees in the bargaining unit at least every 120 days. The City shall provide the information identified herein regardless of whether the newly hired employee was previously employed by the City. Pursuant to Gov. Code 6254.3(c), an employee may request that the City refrain from disclosing the employee's home address, home telephone number, personal cellular telephone number, personal email address, or birth date to the Association upon written request to Human Resources.

5.5 Representational Time-Off

MVCEA Board Members (8) shall each receive 12 hours of release time per calendar year to attend Board meetings without loss of compensation or other benefits.

MVCEA members will be allowed one hour of release time to attend one annual meeting

and one-hour release time for MOU ratification vote. Release time is limited to two hours per calendar year. Membership release time is without loss of compensation or other benefits.

Pursuant to relevant Government Code Sections, the City shall allow a reasonable number of Association employee representatives without loss of compensation or other benefits while formally meeting and conferring with representatives of the City on matters within the scope of representation as defined in the Government Code; or as may be required to represent members pursuant to the Discipline or Grievance Procedure; or as may be needed to participate in labor management committee meetings with the City; or as may be needed to attend new employee orientations under this Article. This time shall be scheduled in advance and the City shall notify the employee's supervisor that the employee needs to be released from work.

5.6 Workplace Access

MVCEA may distribute pamphlets, brochures and membership sign up forms on City property during non-working hours of the employees in the bargaining unit. MVCEA may, with the approval of the Human Resources Director or designee, hold meetings of their members with directors or representatives on City property during non-working hours provided: (A) Requests are made to the Human Resources Director or designee as to the specific location and dates of meetings prior to such meetings; (B) Requests shall state the general purpose of the meeting and proposed facility to be used; and (C) The requested location is available.

Board members shall be allowed reasonable access to City telephones, e-mail, and other equipment for conducting MVCEA business including representing members in grievances and disciplinary actions and communicating with MVCEA consultants and legal counsel. Reasonable access is interpreted as not to exceed on average more than two hours a week.

Association representatives will be granted reasonable access to City facilities and employees for purposes of investigation of grievances and official Association business, provided Association representatives shall provide twenty-four (24) hours advance notice to the supervisor in charge of the work area that is being visited. Such visits shall not interfere with normal operation of the department. In case of an emergency, the twenty-four (24) hour advance notice will not be required, provided the Association representative provides advance notice to the supervisor in charge as soon as reasonably possible.

5.7 Bulletin Boards

Space will be made available to MVCEA on specifically designated City Bulletin Boards provided such use does not interfere with the needs of the City. MVCEA's use of such bulletin boards shall be only for Association recreational, social or related news, meeting announcements, election information, newsletters, and official reports on Association business.

5.8 Investigations

Per the Personnel Rules and Regulations Section 9.6 Employee Representation, a represented employee is entitled to the presence of an Association representative during an investigative interview conducted by the manager whenever the employee reasonably believes that the interview might lead to or result in disciplinary action affecting any property right (i.e., suspension, pay reduction, demotion, or dismissal). The employee must request the representation. The employee and representative must be allowed a reasonable period of time to confer in advance of the interview.

ARTICLE 6

CITY RIGHTS

6.1 Management Rights

The City reserves, retains, and is vested with, solely and exclusively, all rights of management which have not been expressly abridged by specific provision of this Memorandum of Understanding or by law to manage the City, as such rights existed prior to the execution of this Memorandum of Understanding. The sole and exclusive rights of Management, as they are not abridged by this Agreement or by law, shall include, but not be limited to, the following:

- A. To manage the City generally and to determine the issues of policy.
- B. To determine the existence or non-existence of facts which are the basis of the Management decision.
- C. To determine the necessity and organization of any service or activity conducted by the City and expand or diminish services or workforce.
- D. To determine the nature, manner, means, technology, and extent of services to be provided to the public.

- E. To determine methods of financing.
- F. To determine types of equipment or technology to be used.
- G. To determine and change the facilities, methods, technology, means, and size of the workforce by which the City operations are to be conducted.
- H. To determine and change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions including but not limited to, the right to contract for or subcontract any work or operation of the City.
- I. To assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments.
- J. To relieve employees from duties for lack of work or similar non-disciplinary reasons.
- K. To establish and modify productivity and performance programs and standards.
- L. To discharge, suspend, demote, or otherwise discipline employees for proper cause.
- M. To determine job classifications and to reclassify employees.
- N. To hire, transfer, promote, and demote employees for non-disciplinary reasons in accordance with this Memorandum of Understanding and applicable Resolutions and codes of the City.
- O. To determine policies, procedures, and standards for selection, training, and promotion of employees.
- P. To establish employee performance standards including, but not limited to, quality and quantity standards, and to require compliance therewith.
- Q. To maintain order and efficiency in its facilities and operations.
- R. To establish, promulgate, and modify rules and regulations to maintain order and safety in the City which are not in contravention of this Agreement.
- S. To establish, implement, and modify department organizations, supervisory assignments, chains of command, and reporting responsibilities.
- T. To take any and all necessary action to carry out the mission of the City in emergencies.

ARTICLE 7

PEACEFUL PERFORMANCE OF CITY SERVICES

7.1 Work Stoppage

MVCEA hereby agrees that during the term of this MOU, neither it nor its members, agents, representatives, or persons acting in concert with any of them, shall incite, engage or participate in any strike, walkout, slowdown, sick-out or other work stoppage or other job action of any nature against the City whatsoever, or wheresoever located. In the event of any strike, walkout, slowdown, sick-out or other work stoppage or threat thereof against the City, MVCEA and its officers will take all reasonable steps within their control to end or avert the same.

Those represented by the MVCEA will not authorize, engage in, encourage, sanction, recognize or assist in any strike, walkout, slowdown, sick-out or other work stoppage or other job action against the City or picket in furtherance thereof, or participate in unlawful concerted interference in violation of this provision, or refuse to perform duly assigned services in violation of this provision. It is understood that any person represented by the MVCEA found in violation of this provision will be subject to discipline, up to and including termination.

7.2 No Lockouts

In consideration of MVCEA's commitment as set forth herein, the City shall not lockout employees.

ARTICLE 8

GENERAL EMPLOYMENT MATTERS

8.1 Hours of Work

Please refer to Personnel Rules and Regulations Section 6: Attendance and Hours of Work.

The City will implement a variable 4/10 work schedule, which will be managed by each department head. Once implemented, the 4/10 schedule must stay consistent. The City will not be closed on any given day between Monday through Friday unless it is a designated holiday. If employee decides to stay on a 9/80 schedule, that will be permitted. If an employee decides to go to a 4/10 schedule at a later date, that change will only be available on a calendar year basis.

8.2 Meals and Break Periods

Please refer to Personnel Rules and Regulations Section 6.3 Lunch and Break Policy.

8.3 Nursing Mothers

Please refer to Administrative Procedure 5.16 Lactation Accommodation.

8.4 Timekeeping

Please refer to Personnel Rules and Regulations Section 6.2 Time Records.

8.5 Attendance

Please refer to Personnel Rules and Regulations Section 6: Attendance and Hours of Work.

8.6 Management Accountability

Managers and supervisors will uphold performance and conduct standards for all employees. Key areas of concern include, but are not limited to: performance, attendance, and adherence to City policies.

8.7 Workplace Image

Please refer to Administrative Procedure 5.11 Workplace Image.

The City's Image Administrative Procedure will permit denim pants subject to reasonable quality standards established by the City Manager's Office.

8.8 Direct Payroll Deposit

Effective July 1, 2011, all new employees will be required to have direct deposit for payroll, or to apply for this service through the City's bank; if they are accepted by the City's bank, they agree to participate. If the employee is denied this service by the City's bank, the direct deposit requirement for payroll will be waived.

8.9 Probationary Period

The Probationary Period will be 12 months for new employees hired on or after July 1, 2012. Written evaluations shall not be prepared for probationary employees during the probationary period. At least one performance related discussion shall be held by the immediate supervisor at the 6-month point, with a signed acknowledgment by the probationary employee that said discussion occurred. A written evaluation shall be prepared to coincide with completion of the probationary period.

The Probation Period for promoted employees will be 6 months. Written evaluations shall not be prepared for probationary employees during the probationary period. At least one performance related discussion shall be held by the immediate supervisor at the 3-month point, with a signed acknowledgment by the probationary employee that said discussion occurred. A written evaluation shall be prepared to coincide with completion of the probationary period.

During the probationary period, an employee may be terminated without the right of appeal, hearing or resort to any grievance procedure if his or her performance is deemed in any way unsatisfactory or below City standard by the City Manager, upon recommendation of the Department Director. At the conclusion of the probationary period, if the employee's performance does not meet City standards but is not altogether unsatisfactory, the probationary period may be extended up to an additional period of the same duration, at the discretion of the City Manager.

The decision to extend the length of an employee's probationary period must be based on justifiable reasons and must be made prior to the expiration of the original probationary period. Such a decision shall not be appealable or grievable.

Probationary employees are allowed to compete for promotional opportunities while on probation. However, an employee who fails to complete his or her original probation period prior to promoting shall not have rights to be reinstated to their prior position if they fail their promotional probation period.

If an employee promotes prior to completing an initial one-year probationary period, the normal promotional probation period of six months will be extended so that the total probationary period from the date of hire shall not be less than the 12-month initial probationary period.

Example: Employee promotes after 5 months of satisfactory service. Promotional probationary period will be extended to seven months, providing a total of twelve months' probation. Probation periods may be further extended as provided for in the City's Personnel Rules and Regulations.

Additional information, please refer to Personnel Rules and Regulations Section 4.75 Probationary Period.

8.10 Employee Performance Evaluation

Meaningful performance feedback is critical to the City's success in delivery of service to

Moreno Valley residents. Evaluations must recognize individual employees’ distinct accomplishments and hold each employee accountable for fulfilling his/her assigned duties in a professional manner. To assist in meeting this essential management responsibility, the City will engage the services of a consultant with extensive public and private sector experience to review the City’s current process and recommend a specific training regimen for all raters. Success in this area will require that Managers, at all levels, are held accountable to provide employees with ongoing verbal feedback and meaningful performance evaluations which: (i) Reflect unique performance levels of each rated employee; (ii) Represent the culmination of ongoing verbal feedback provided throughout the rating period; and (iii) Are reviewed and approved by Department Directors prior to being presented to rated employees (to ensure that raters are meeting the City’s commitments as outlined herein).

Additional information, please refer to Personnel Rules and Regulations Section 5.10 Employee Performance Evaluation.

ARTICLE 9

SALARIES AND COMPENSATION

9.1 Salaries

Effective with the first full pay period that begins after July 1, 2023, each employee shall receive 8% base salary increase and effective with the first full pay period that begins after July 1, 2024, each employee shall receive 6% base salary increase. The 14% base salary increase is representative of all cost of living increases for the duration of this Memorandum of Understanding.

9.2 Longevity Pay

Supplemental pay based on service

To be provided on a per pay period basis. Payable effective first full pay period of the FY 23/24 (July).

The City shall provide premium pay each pay period based on years of service as follows:

- 1% beginning at 5 years of service through 9 years of service
- 2% beginning at 10 years of service through 14 years of service
- 3% beginning at 15 years of service through 19 years of service

Attachment: MOU-MVCEA - 2023-2025 - Final (5968 : APPROVAL OF SUCCESSOR MEMORANDA OF UNDERSTANDING WITH MVCEA, MVMA

4% beginning at 20 years of service

9.3 Overtime

Please refer to Personnel Rules and Regulations Section 6.06 Overtime Compensation

9.4 Standby Pay

Please refer to Personnel Rules and Regulations Section 15.05 Standby.

All unit employees, including animal control officers (ACO), assigned to Stand-By will be compensated at the same level. Stand-By pay is \$35 per day.

9.5 Call-Back

Please refer to Personnel Rules and Regulations Section 15.10 Call-Back

In the event an employee is called back to work during normal off-duty hours, a minimum of two (2) hours credit will be given for each call-back. Actual time worked shall include all time from the time the employee leaves home to respond to the call until the employee has returned home. Call-back shall be defined as hours to return to work after having left work.

9.6 Bilingual Pay

Please refer to Personnel Rules and Regulations Section 15.15 Bilingual Pay

Bilingual compensation at the rate of \$150 per month is paid for staff who occupy positions designated as ones in which second language skills are utilized. An extra \$50 per month shall be added to the spoken pay for a total of \$200 per month for both spoken and written. Eligible employees are required to pass a test which shall be administered by a qualified agency. For written bilingual pay, the employee must join the translation pool to translate press releases, notices, etc.

9.7 Safety Jackets

Field employees who work within street rights of way will be entitled to receive safety jackets. Jackets will be replaced as needed, but not more than one per year. Safety jackets shall be weather appropriate and safety reflective striping or lettering for those who work outside and/or at night (not just a pull over jacket or a zip-up hooded sweatshirt).

9.8 Safety Shoes

The City will give all eligible employees \$400 (gross) for safety shoes payable twice each

year - \$200 in September, and \$200 in March. To be eligible, an employee must be required to wear safety boots as a regular part of the employee's daily duties as determined by the City's Human Resources Manager and employee's Department Director.

Current classifications, which may be amended to include new/additional future positions, approved for boot allowance is contained in Appendix B attached to this MOU and incorporated herein by reference.

9.9 Uniforms

The following terms apply to employees required by the City to wear uniforms, but where City-paid laundry service is not provided:

- A. Employees will have five serviceable uniform pants, five serviceable uniform shirts and one serviceable uniform jacket at the start of each fiscal year.
- B. Uniforms damaged during the year in the course and scope of duty shall be replaced on an as needed basis.
- C. The foregoing provisions do not apply to those positions for which only logo shirts are worn by employees.

9.10 Tuition Reimbursement

The maximum annual limit for the tuition reimbursement program is \$5,000 per fiscal year. The annual maximum reimbursement includes tuition, books, lab fees and parking expenses. In addition, the program covers Certificate Programs that are job related, as well as undergraduate and graduate degree programs from accredited educational institutions. Employee will be required to remain in employment with the City for three (3) years following the first pay period in which reimbursement is paid. If an employee voluntarily separates employment within the three (3) years, he or she will be required to pay back 100% in the first (1) year, 67% in the second (2) year and 34% in the third (3) year. Does not apply to student loan balances. For additional information, please refer to Personnel Rules and Regulation Section 16.30 Tuition Reimbursement. Contact the City's Human Resources Department for more information and forms.

9.11 Educational Achievement Pay

The City will implement an education incentive payable in the first full pay period of FY 23/24. The incentive pay only applies if the employee has a degree higher than what is stated in

the job description/classification, regardless of “experience in lieu of” language. The City will develop the criteria needed to validate a degree. If the degree is later supplied and verified after the beginning of the fiscal year, it is not retroactively applied to the start date. The educational pay incentive pay shall be as follows: 0.5% of base salary for AA/AS; 1% of base salary for BA/BS; 2% of base salary for Masters.

9.12 Cell Phones

Reference Administrative Policy 7.14 Cellular Equipment.

ARTICLE 10

MEDICAL & RETIREMENT BENEFITS

10.1 Benefit Bank

Reference Employee Benefits Flyer.

Employees eligible for benefits are required to purchase medical coverage or provide proof of other medical coverage. All employees eligible to enroll in the City’s CalPERS medical program under the California Public Employees’ Medical and Hospital Care Act (“PEMCHA”) and who do enroll, shall receive a contribution by the City toward the premium for the plan chosen equal to the PEMCHA minimum set annually by CalPERS.

The cafeteria benefit bank *monthly* contributions are:

	<i>Tier I hired before 7/1/09</i>	<i>Tier II hired on or after 7/1/09</i>	<i>Tier III/IV hired on or after 9/30/11</i>	<i>Tier V** hired on or after 7/1/17</i>
Full time non-exempt	\$1,185.75	\$1,050.00	\$787.50	\$787.50
Part time non-exempt	\$ 480.66	\$ 425.00	\$318.75	\$318.75

These amounts include the PEMHCA minimum contribution.

Additional City contributions for employees enrolled in medical coverage are as follows:

	<u>Employee Coverage</u>	<u>Employee +1 Coverage</u>	<u>Family Coverage</u>
Tier I & II	\$170 per month	\$240 per month	\$440 per month
Tier III, IV & V	\$170 per month	\$340 per month	\$620 per month
Part-time	\$80 per month	\$120 per month	\$142 per month

**Tier V employees receive the same maximum benefit amounts as those provided for

employees in Tier III/IV; However, enrollment in a City sponsored health plan is required to receive any City contributions. The City will not contribute any amount in excess of an employee’s actual enrollment cost, if that cost is less than the City’s maximum contribution. No cash back (cash or deferred compensation) if enrollment costs are less than the City’s maximum contribution as defined in the Cafeteria Benefits Plan schedule.

Dental benefits are available through Delta Dental for the employee and eligible dependents. The City contracts with Delta Dental and offers the choice of two dental plans.

HMO Plan: Delta Care PMI **PPO Plan:** Delta Dental PPO

Vision benefits are available through Vision Service Plan (VSP) for the employee and eligible dependents. The City contracts with VSP to provide a comprehensive vision plan. The plan includes a large network of optometrists, annual eye exam, and frame, lens, and contact lens benefits for \$25 co-pay.

10.2 Flex Spending Account / Dependent Care

Reference Employee Benefits Flyer.

10.3 Life Insurance

Reference Employee Benefits Flyer.

10.4 Disability Insurance

Reference Employee Benefits Flyer.

10.5 Employee Assistance Program (EAP)

Reference Employee Benefits Flyer.

10.6 Employee Wellness Program

Reference Employee Benefits Flyer.

10.7 Retirement Plan

Employees hired prior to December 23, 2011, shall continue to participate in the CalPERS 2.7% @ 55 Benefit plan with Highest Single Year Pay Calculation. Employees hired after December 23, 2011, shall participate in the CalPERS 2.0% @ 55 Benefit plan with 3-year Average Pay Calculation. New CalPERS members hired after January 1, 2013, shall participate in the

CalPERS 2.0% @ 62 Benefit plan with 3-year Average Pay Calculation.

The City provides retirement benefits for all employees through the Public Employees Retirement System (PERS). Effective July 4, 2015 the City will no longer pay the member's contribution of the retirement plan; therefore, all employees pay their own member contribution into the plan, under the provisions of Internal Revenue Code Section 414 (h) (2) for pretax contributions. Current retirement benefits are available as follows:

A. Career Full-time Employees pay for their own member contribution for PERS retirement benefits, under the provisions of Internal Revenue Code Section 414 (h) (2) for pretax contributions, and at no point will the employer pay any portion of the member's contribution.

B. Career Part-time Employees pay for their own member contribution for PERS retirement benefits, under the provisions of Internal Revenue Code Section 414 (h) (2) for pretax contributions, and at no point will the employer pay any portion of the member's contribution.

PERS refunds may be issued ONLY if the member has permanently separated from all PERS- covered or reciprocal employment. Or, if members have been on an unpaid leave of absence for at least six (6) months, they may request a refund of their contributions prior to returning to active employment.

10.8 PERS Member Contributions

The City pays the employer portion of CalPERS. New Members pay 50% of normal cost. Classic Members pay their full employee share, either 8% or 7% depending on the retirement formula.

Retirement Formula	<i>Tier I</i> <i>hired before 7/1/09</i>	<i>Tier II</i> <i>hired on or after 7/1/09</i>	<i>Tier III</i> <i>hired on or after 9/30/11</i>	<i>Tier IV</i> <i>New members hired on or after 1/1/2013</i>
2.7% @ 55	8% employee pays	8% employee pays	N/A	N/A
2% @ 55	N/A	N/A	7% employee pays	N/A
2% @ 62	N/A	N/A	N/A	Effective 7-1-2019 Employee pays 6.75%

As of July 4, 2015, all employees will pay their full member contribution of CalPERS retirement. These contributions shall be deducted from the employee's bi-weekly pay. In addition,

the City will cease paying the Employer Paid Member Contribution (EPMC) for all employees.

10.9 Retirement Benefit

The City contracts with CalPERS for the Pre-Retirement Option 2W Death Benefit.

10.10 Post-Retirement Medical Benefit

Effective January 1, 2001, the City shall pay the minimum monthly contribution required under the Public Employees' Medical and Hospital Care Act ("PEMHCA") for retirees who retire from the City of Moreno Valley who qualify as "annuitants" under PEMHCA and are enrolled in the City's CalPERS medical program as a retiree. Generally, to qualify as an annuitant, the individual must have an effective retirement date within 120 days of separation of employment from the City and receive a retirement allowance from CalPERS. As required by applicable statutes or regulations, annuitants must enroll in Medicare at age 65 or as soon as they become eligible.

Employees hired on or before September 30, 2011 who retire under the CalPERS retirement system with a minimum of five full-time years of service with the City, shall also be eligible to receive a reimbursement for medical coverage which is the lesser of the cost of medical coverage for the retiree and spouse, or a maximum employer reimbursement of \$318.73 per month. Employees must provide documentation of medical coverage and receipts of payment of medical insurance premiums, as requested by the City or its third-party administrator, evidencing proof of payment in order to be reimbursed for any or all of the \$318.73 per month. For retirees who are enrolled in the City's CalPERS medical plans, this amount is in addition to the City's PEHMCA minimum contribution. Retirees must have an effective retirement date within 120 days of separation of employment from the City to be eligible for this reimbursement benefit, regardless of whether they enroll in the City's CalPERS medical program. Retirees who do not meet all of the statutory and/or regulatory requirements under PEMHCA to qualify as an annuitant and do not enroll in the CalPERS medical program are not entitled to the PEMHCA minimum contribution. In the event of the retiree's death, the surviving spouse continues to be eligible to receive the benefit, so long as the surviving spouse continues to qualify as an annuitant and continues enrollment in the CalPERS medical program.

Employees hired after September 30, 2011 will not be provided the City paid retiree

medical benefit described in the paragraphs above, but shall be eligible for the PEMHCA minimum contribution if they qualify as an annuitant and enroll in the City's CalPERS medical program as a retiree. For these employees, during employment, the City will pay \$75 per month towards active employees' Health Retirement Account for retirement health insurance expenses.

10.11 Health Retirement Account (HRA)

The purpose of the HRA is to provide employees with the ability to plan for future as well as current health care expenses as included under Section 213 of the Internal Revenue Code.

Effective with the pay period that begins on July 9, 2022, employees shall receive 0.5% of their base salary into their HRA account.

10.12 Disability Retirement Application

The parties agree that the City may initiate a CalPERS Disability retirement application on an employee after an employee has been off work due to a disability for twelve months and they have not yet returned to work.

10.13 Deferred Compensation

Reference Employee Benefits Flyer.

ARTICLE 11

LEAVE BENEFITS

11.1 Annual Leave

The City's existing Annual Leave program shall be modified as follows:

A. The limit of accrued Annual Leave will be 1,664 hours for employees hired prior to September 30, 2011, and 900 hours for employees hired on or after September 30, 2011. Once an employee reaches his/her respective cap, annual leave accruals will be suspended.

B. 100% of accrued Annual Leave balances shall be paid in full at the time of separation.

C. Career employees accrue annual leave time based on their years of service and employee group. The annual accrual rate is listed below:

All Employees (hired prior to 9/22/1992)

<u>Employee Group</u>	<u>11+ years</u>
Non-exempt	292 hours

Employees (hired prior to 9/30/2011)

<u>Employee Group</u>	<u>0-5 years</u>	<u>6-10 years</u>	<u>11+ years</u>
Non-exempt	212 hours	252 hours	276 hours

Employees (hired on or after 9/30/2011)

<u>Employee Group</u>	<u>0-5 years</u>	<u>6-10 years</u>	<u>11+ years</u>
Non-exempt	196 hours	236 hours	276 hours

Each full-time career employee is required to use a minimum of 80 hours of annual leave per calendar year.

11.2 Holidays

The following days shall be observed by the City as paid holidays:

- New Year’s Day
- Martin Luther King, Jr. Birthday
- Presidents Day
- Cesar Chavez Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veteran’s Day
- Thanksgiving
- Day after Thanksgiving
- Christmas Eve
- Christmas Day

For actual dates related to the holidays above, please reference the Employee Benefits Flyer.

Employees will be paid Holiday Pay for all working hours scheduled to be worked on a holiday. Thus, career, Full-Time Employees will be paid ten hours on a holiday that falls on a ten hour work day, nine hours on holidays that fall on a nine hour work day, eight hours on holidays that fall on an eight hour work day.

When a holiday falls on an employee's regular day off, the employee shall be credited with

the appropriate number of hours in his/her Holiday Leave Bank. Hours will be credited as described above, unless otherwise noted in this MOU.

11.3 Floating Holidays

The City provides two additional floating holidays per year.

Floating holidays may be taken at any time during the year with department approval. Each floating holiday is earned at the beginning of the year. A floating holiday is valued at a rate of one (1) day based on the employee’s schedule.

Floating holiday pay shall be paid based on the number of hours in the employee’s regular work shift. A regular work shift is considered to be eight (8), nine (9) or ten (10) hours per day for full-time employees. If the number of hours the employee is regularly scheduled to work is changed, floating holiday pay shall be changed accordingly.

11.4 Administrative Leave

Effective with start of the first pay period following July 1, 2013, City Council authorized the City Manager to grant up to 2 hours of Administrative Leave per employee per pay period to recognize extraordinary service.

For additional information, reference Administrative Procedure 5.14 City Manager Granted Administrative Leave.

11.5 Frozen Sick Leave

At retirement, Frozen Sick Leave balance (sick leave accrued prior to December 14, 2007) will be paid as elected by the employee per the following formulas:

- 1. 70% PERS Service Credit with 30% Cash Out
- 2. 80 % PERS Service Credit with 20% Cash Out
- 3. 90 % PERS Service Credit with 10% Cash Out
- 4. 100 % PERS Service Credit with 0% Cash Out

Upon separation, employees shall be paid for 40% of Frozen Sick Leave. The remaining 60% shall be forfeited. The exception shall be those employees with sick leave balances "frozen" as of 9/22/92. For those employees, upon retirement, 40% of remaining "frozen" sick leave shall

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be available for use as PERS service credit while the remaining 60% shall be paid out in cash. Employees not retiring under the City's CalPERS contract shall forfeit the 40% of "frozen" sick leave.

11.6 Leave Cash-Out

Once every fiscal year, the City's Annual Leave Sell Back Program allows employees who schedule to take off at least 40 hours of consecutive annual leave the option of "selling back" to the City up to 100 hours of annual leave, comp time earned, and/or accrued holiday. Employees can elect to take the "sell back" as cash or work through Human Resources to have the money deposited into their Deferred Compensation account. However, employees must retain a minimum of 160 hours annual leave on the books after deducting the "cash out."

For additional information, reference Annual Leave Sellback Guidelines.

11.7 Bereavement Leave

Please refer to Personnel Rules and Regulations Section 7.30 Bereavement Leave

11.8 Family and Medical Leave

Please refer to Personnel Rules and Regulations Section 7.45 Family Care and Medical Leave

In accordance with the Federal Family and Medical Leave Act ("FMLA"), the California Family Rights Act ("CFRA"), the California Pregnancy Disability Leave (PDL), and the National Defense Authorization Act (NDAA), the City of Moreno Valley will provide family and medical leave for eligible employees, as defined. For procedures related to FMLA, refer to Administrative Procedures 5.03 – Family and Medical Leave Procedure.

11.9 Pregnancy Disability Leave

Please refer to Personnel Rules and Regulations Section 7.40 Pregnancy Disability Leave

11.10 Jury Duty and Witness Leave

Please refer to Personnel Rules and Regulations Section 7.35 Jury Duty and Witness Leave

11.11 Military Leave

Please refer to Personnel Rules and Regulations Section 7.55 Military Leave

11.12 Leave of Absence Without Pay

Please refer to Personnel Rules and Regulations Section 7.50 Leave of Absence Without Pay

ARTICLE 12 CHANGES TO POSITIONS**12.1 Promotions**

Please refer to Personnel Rules and Regulations Section 3.30 Promotion

12.2 Transfers

Please refer to Personnel Rules and Regulations Section 3.25 Transfer

12.3 Reclassification of City's Personnel Rules & Regulations

Please refer to Personnel Rules and Regulations Section 3.40 Reclassification

12.4 Demotions

Please refer to Personnel Rules and Regulations Section 3.35 Demotion

12.5 Lay-Offs

Please refer to Personnel Rules and Regulations Section 3.45 Layoffs, Reduction in Force, Recall

ARTICLE 13 DISCIPLINARY ACTION

Please refer to Personnel Rules and Regulations Section 9, 10 11, and 12

13.1 Policy on Discipline

Please refer to Personnel Rules and Regulations Sections 9,10,11, and 12

ARTICLE 14 GRIEVANCE PROCEDURE

Please refer to Personnel Rules and Regulations Section 12 Grievances

ARTICLE 15 RATIFICATION AND IMPLEMENTATION**15.1 Ratification, Execution, and Implementation**

The City and MVCEA acknowledge that this MOU shall be in full force and effect once ratified by the bargaining unit and adopted by the Mayor and City Council. Subject to the foregoing,

this MOU is hereby executed by the authorized representatives of the City and Association, and entered into this 18th day of October, 2022.

For City:

Brian Mohan, Assistant City Manager

Naomi Kamunyu

Launa Jimenez

Michael Lloyd

For MVCEA:

Johnny Dunn, President

Angel Orellana

Raquel Ortega

Margaret Linne

Regina Flores

Jeffrey Natke, CEA

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Appendix A

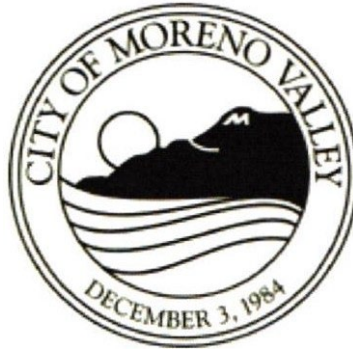
Section 2.2 List of Represented Classifications

Accountant I	Information Technology Technician
Accounting Assistant	Landscape Services Inspector
Accounting Technician	Lead Facilities Maintenance Worker
Accounts Payable Supervisor	Lead Maintenance Worker
Administrative Assistant	Lead Parks Maintenance Worker
Animal Care Technician	Lead Traffic Signing/Marking Technician
Animal Control Officer	Lead Vehicle/Equipment Technician
Animal Rescue Coordinator	Maintenance Worker I
Animal Services Assistant	Maintenance Worker II
Animal Services Dispatcher	Management Aide
Animal Services License Inspector	Paralegal
Assistant Crossing Guard Supervisor	Park Ranger
Audio Visual Technician	Parking Control Officer
Building Inspector I	Parks Maintenance Worker
Building Inspector II	Permit Technician
Business License Liaison	Recreation Program Leader
Cable Television Producer	Recycling Specialist
Code Compliance Officer I	Security Guard
Code Compliance Officer II	Senior Administrative Assistant
Community Enhancement Officer I	Senior Engineering Technician
Community Enhancement Officer II	Senior Equipment Operator
Community Services Assistant Coordinator	Senior Graphics Designer
Community Services Coordinator	Senior Office Assistant
Construction Inspector	Senior Parking Control Officer
Crossing Guard Supervisor	Senior Parks Maintenance Technician
Deputy City Clerk	Senior Permit Technician
Emergency Management & Volunteer Services Program Specialist	Senior Telecommunications Technician
Engineering Technician I	Senior Traffic Signal Technician
Engineering Technician II	Storekeeper
Equipment Operator	Telecommunications Technician
Facilities Maintenance Mechanic	Traffic Signal Technician
Facilities Maintenance Worker	Traffic Signing & Marking Technician I
Geographic Information System (GIS) Specialist	Traffic Signing & Marking Technician II
	Vehicle / Equipment Technician

Appendix B

Section 9.8 Safety Shoe Classifications

Animal Care Technician	Lead Traffic Signing/Marking Technician
Animal Control Officer	Lead Vehicle / Equipment Technician
Animal Rescue Coordinator	Maintenance Worker I
Audio Visual Technician	Maintenance Worker II
Building Inspector II	Park Ranger
Community Enhancement Officer I	Parking Control Officer
Community Enhancement Officer II	Parking Control Officer
Construction Inspector	Parks Maintenance Worker
Crossing Guard Supervisor	Security Guard
Emergency Management & Volunteer Services Program Specialist	Senior Equipment Operator
Equipment Operator	Senior Graphics Designer
Facilities Maintenance Mechanic	Senior Parking Control Officer
Facilities Maintenance Worker	Senior Parks Maintenance Technician
Information Technology Technician	Senior Telecommunications Technician
Landscape Services Inspector	Senior Traffic Signal Technician
Lead Facilities Maintenance Worker	Storekeeper
Lead Maintenance Worker	Traffic Signal Technician
Lead Parks Maintenance Worker	Traffic Signing/Marking Technician I
	Traffic Signing/Marking Technician II
	Vehicle / Equipment Technician



MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF MORENO VALLEY
AND
THE MORENO VALLEY MANAGEMENT ASSOCIATION
2023-2025
EFFECTIVE JULY 1, 2023

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**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF MORENO VALLEY
AND
THE MORENO VALLEY MANAGEMENT
ASSOCIATION 2023-2025**

The agreement entered into between the City of Moreno Valley and those employees designated as "Division Manager" (DM) and "Professional/Administrative/Management" (PAM) and sets forth the full terms and conditions of employment for members of the Moreno Valley Management Association (MVMA), subject to amendments reached by the parties in subsequent negotiations as provided for in this document.

The following is a list of provisions agreed to between the parties:

SECTION 1: Recognition

Pursuant to the provisions of Resolution No. 92-110 of the City of Moreno Valley and the Meyers-Milias-Brown Act, the City of Moreno Valley has recognized the Moreno Valley Management Association (MVMA) as the exclusive representative of the Professional/Administrative Management employees and Division Management employees (not under employment contract) of the City for the purpose of meeting its obligations under Government Code S 3500 et seq.

SECTION 2: Term

Upon approval and execution by both parties, including ratification by the employees and approval of the City Council, this entire Memorandum of Understanding shall be effective from July 1, 2023 through June 30, 2025. All changes affecting members' salary/benefits agreed upon during negotiations will take effect July 1, 2023 unless otherwise stated.

SECTION 3: Salary

Effective with the first full pay period that begins after July 1, 2023, each employee shall receive 8.0% base salary increase and effective with the first full pay period that begins after July 1, 2024, each employee shall receive 6.0% base salary increase, which is representative of all cost of living increases for the duration of this Memorandum of Understanding.

SECTION 4: Schedule

The City will implement a variable 4/10 work schedule, which will be managed by

each department head. Once implemented, the 4/10 schedule must stay consistent through the calendar year. The City will not be closed on any given day between Monday through Friday unless it is a designated holiday. If employee decides to stay on a 9/80 schedule, that will be permitted. If an employee decides to go to a 4/10 schedule at a later date, that change will only be available on a calendar year basis. If the same day off is requested by two or more employees, then City seniority will be used to determine which employee will be provided their day of choice.

The 4/10 schedule will be implemented effective first full pay period in January of 2023.

SECTION 5: Management Differentials

<i>Employee Group</i>	<i>Hired before 9/30/2011</i>	<i>Hired after 9/30/2011</i>
Professional/Administrative Management (PAM)	2% of salary	1.5% of salary
Division Management (DM)	4% of salary	3% of salary

SECTION 6: Longevity Pay

Supplemental pay based on service to the City

- 5 years of service = 1% of base salary
- 10 years of service = 2% of base salary
- 15 years of service = 3% of base salary
- 20 years of service = 4% of base salary

To be provided on a per pay period basis. Payable effective first full pay period of the FY 23/24 (July) or the first full pay period following eligibility.

SECTION 7: Education Incentive

The employees will be provided an Education Incentive equal to 1% of base salary for BA/BS and 2% of base salary for master’s payable in the first full pay period of the FY 23/24 (July) or the first full pay period following eligibility.

The incentive pay only applies if the employee has a degree higher than what is stated as a requirement in the job description/classification, regardless of “experience in lieu of” language. The City will develop the criteria needed to validate a degree. If the degree is later supplied and verified after the beginning of the fiscal year, it will be effective at the first full pay period following the employee’s request and supplied proof of graduation.

SECTION 8: Wellness

The City will implement a Wellness Incentive of \$350 per year, payable in full in the first full pay period of the FY 23/24 (July).

SECTION 9: Benefit Bank

All employees eligible to enroll in the City's CalPERS medical program under the California Public Employees' Medical and Hospital Care Act ("PEMCHA") and who do enroll, shall receive a contribution by the City toward the premium for the plan chosen equal to the PEMCHA minimum set annually by CalPERS.

The cafeteria benefit bank monthly contributions are:

	<i>Tier I hired before 7/1/09</i>	<i>Tier II hired on or after 7/1/09</i>	<i>Tier III/IV hired on or after 9/30/11</i>	<i>Tier V** hired on or after 7/1/17</i>
PAM & DM	\$1,185.75	\$1050.00	\$787.50	\$787.50
Part time PAM	\$ 480.66	\$ 425.00	\$318.75	\$318.75

These amounts include the PEMHCA minimum contribution.

The City will continue to provide an additional monthly contribution for employees enrolled in medical coverage:

	<u>Employee Coverage</u>	<u>Employee +1 Coverage</u>	<u>Family Coverage</u>
Tier I & II	\$170 per month	\$240 per month	\$440 per month
Tier III, IV & V	\$170 per month	\$340 per month	\$620 per month
Part-time	\$80 per month	\$120 per month	\$142 per month

**Tier V employees receive the same maximum benefit amounts as those provided for employees in Tier III/IV; However, enrollment in a City sponsored health plan is required to receive any City contributions. The City will not contribute any amount in excess of an employee's actual enrollment cost, if that cost is less than the City's maximum contribution. No cash back (cash or deferred compensation) if enrollment costs are less than the City's maximum contribution as defined in the Cafeteria Benefits Plan schedule.

Employees eligible for benefits are required to purchase medical coverage or provide proof of other medical coverage.

SECTION 10: PERS Member Contributions

Retirement Formula	Tier I hired before 7/1/09	Tier II hired on or after 7/1/09	Tier III hired on or after 9/30/11	Tier IV New members hired on or after 1/1/2013
2.7%@55	8% employee pays	8% employee pays	N/A	N/A
2%@55	N/A	N/A	7% employee pays	N/A
2%@62	N/A	N/A	N/A	Effective 7-1-2019 Employee pays 6.75%

As of July 4, 2015, all employees will pay their full member contribution of CalPERS retirement. These contributions shall be deducted from the employee's bi-weekly pay. In addition, the City will cease paying the Employer Paid Member Contribution (EPMC) for all employees.

SECTION 11: Retirement Plan

Employees hired prior to December 23, 2011, shall continue to participate in the PERS 2.7%@ 55 Benefit plan with Highest Single Year Pay Calculation. Employees hired after December 23, 2011, shall participate in the PERS 2.0% @ 55 Benefit plan with 3-year Average Pay Calculation. New PERS members hired after January 1, 2013, shall participate in the PERS 2.0%@ 62 Benefit plan with 3-year Average Pay Calculation.

The City provides retirement benefits for all employees through the Public Employees Retirement System (PERS). Effective July 4, 2015 the City will no longer pay the member's contribution of the retirement plan; therefore, all employees pay their own member contribution into the plan, under the provisions of Internal Revenue Code Section 414 (h)

(2) for pretax contributions. Current retirement benefits are available as follows:

- A. Career Full-time Employees pay for their own member contribution for PERS retirement benefits, under the provisions of Internal Revenue Code Section 414 (h) (2) for pretax contributions, and at no point will the employer pay any portion of the member's contribution.
- B. Career Part-time Employees pay for their own member contribution for PERS retirement benefits, under the provisions of Internal Revenue Code Section 414 (h) (2) for pretax contributions, and at no point will the

employer pay any portion of the member's contribution.

- C. Part-time/Seasonal Temporary Employees who are not eligible for PERS, are required to contribute 7.5% of earnings to a PST "457" deferred compensation program. Contributions to this plan will be made through payroll deduction. Employees eligible for participation in the PERS retirement plan (after 1,000 hours worked in a fiscal year) are responsible for the cost of their member contribution of PERS payment.

PERS refunds may be issued ONLY if the member has permanently separated from all PERS- covered or reciprocal employment. Or, if members have been on an unpaid leave of absence for at least six (6) months, they may request a refund of their contributions prior to returning to active employment.

SECTION 12: Forfeited Leave Balances

During the term of this agreement, if any MVMA employee is laid off as the result of a reduction in workforce and subsequently forfeits any unused sick leave pursuant to City personnel rules, and that employee is later re-called to work within the period provided for in Section 17 (Recall Period) of this MOU, that employee shall have any forfeited sick leave reinstated to a frozen sick leave account established in his/her name. Existing City rules for the use of frozen sick leave will continue to apply to these accounts.

SECTION 13: Annual Leave

The City's existing Annual Leave program shall be modified as follows, effective January 1, 2023:

- A. The limit of accrued Annual Leave will be 1,664 hours for employees hired prior to September 30, 2011, and 900 hours for employees hired on or after September 30, 2011. Once an employee reaches his/her respective cap, annual leave accruals will be suspended.
- B. 100% of accrued Annual Leave balances shall be paid in full at the time of next/normal pay period following separation.
- C. Career employees accrue annual leave time based on their years of service and employee group. The annual accrual rate is listed below:

All Employees (hired prior to 9/22/1992)

<u>Employee Group</u>	<u>11+ years</u>
PAM	352 hours

DM	372 hours
----	-----------

Employees (hired prior to 9/30/2011)

<u>Employee Group</u>	<u>0-5 years</u>	<u>6-10 years</u>	<u>11+ years</u>
PAM	272 hours	312 hours	336 hours
DM	292	332	356

Employees (hired on or after 9/30/2011)

<u>Employee Group</u>	<u>0-5 years</u>	<u>6-10 years</u>	<u>11+ years</u>
PAM	254 hours	294 hours	334 hours
DM	272	312	352

Each full-time career employee is required to use a minimum of 80 hours of annual leave per calendar year.

SECTION 14: Holidays

The following days shall be observed by the City as paid holidays, effective January 1, 2023:

- | | |
|----------------------------------|------------------------|
| New Year's Day | Labor Day |
| Martin Luther King, Jr. Birthday | Veteran's Day |
| Presidents Day | Thanksgiving |
| Cesar Chavez Day | Day after Thanksgiving |
| Memorial Day | Christmas Eve |
| Juneteenth Day | Christmas Day |
| Independence Day | 2 Floating Holidays |

Employees will be paid Holiday Pay for all working hours scheduled to be worked on a holiday. Thus, career, full-time employees will be paid ten hours on a holiday that falls on a ten-hour work day, nine hours on holidays that fall on a nine-hour work day, eight hours on holidays that fall on an eight-hour work day.

When a holiday falls on an employee's regular day off the employee shall be credited with the appropriate number of hours in his/her Holiday Leave Bank. Hours will be credited as described above, unless otherwise noted in this MOU.

Exempt employees may, at the Department Director's discretion, be granted a flex day if they are required to work on a designated City paid holiday or special event.

Section 15: Floating Holidays

Effective January 1, 2023, regular full-time and part-time career employees will receive two (2) floating holidays per year in addition to the City's paid and observed holidays.

The number of hours will be added to the employee's annual leave bank, and will be equivalent to the employee's regular scheduled hours worked, and will be given in the first pay period of the year.

Employee's will be able to use their floating holidays on days of their choice upon request; however, the Department's Director's will give the final approval for all leave use.

In lieu of accruing separate banks of floating holiday, vacation, sick hours, where applicable, regular full-time career employees will accrue annual leave. Effective December 14, 2007, accrued vacation banks were converted to annual leave on an hour-for-hour basis. Therefore, the floating holidays will be converted to annual leave, and used in accordance to the policy.

SECTION 16: Frozen Sick Leave

At retirement, Frozen Sick Leave balance (sick leave accrued prior to December 14, 2007) will be paid as elected by the employee per the following formulas:

1. 70% PERS Service Credit with 30% Cash Out
2. 80 % PERS Service Credit with 20% Cash Out
3. 90 % PERS Service Credit with 10% Cash Out
4. 100 % PERS Service Credit with 0% Cash Out

Upon separation, employees shall be paid for 40% of Frozen Sick Leave. The remaining 60% shall be forfeited. The exception shall be those employees with sick leave balances "frozen" as of 9/22/92. For those employees, upon retirement, 40% of remaining "frozen" sick leave shall be available for use as PERS service credit while the remaining 60% shall be paid out in cash. Employees not retiring under the City's CalPERS contract shall forfeit the 40% of "frozen" sick leave.

SECTION 17: Leave Cash Out

Effective July 1, 2019, once every fiscal year, the City's Annual Leave Sell Back Program allows employees who schedule to take off at least 40 hours of consecutive annual leave the option of "selling back" to the City up to 100 hours of annual leave, comp time earned, and/or accrued holiday. Employees can elect to take the "sell back" as cash or work through Human Resources to have the money deposited into their Deferred Compensation account. However, employees must retain a minimum of 160 hours annual leave on the books after deducting the "cash

out."

SECTION 18: Health Retirement Account (HRA) Contribution

The City contribution toward individual HRA accounts for employees shall be fully funded at \$75 per month for all full-time career employees.

Effective with the pay period that begins on July 9, 2022, employees shall receive 0.5% of their base salary into their HRA account.

SECTION 19: Post-Retirement Medical Benefit

Effective January 1, 2001, the City shall pay the minimum monthly contribution required under the Public Employees' Medical and Hospital Care Act ("PEMHCA") for retirees who retire from the City of Moreno Valley who qualify as "annuitants" under PEMHCA and are enrolled in the City's CalPERS medical program as a retiree. Generally, to qualify as an annuitant, the individual must have an effective retirement date within 120 days of separation of employment from the City and receive a retirement allowance from CalPERS. As required by applicable statutes or regulations, annuitants must enroll in Medicare at age 65 or as soon as they become eligible.

Employees hired on or before September 30, 2011 who retire under the CalPERS retirement system with a minimum of five full-time years of service with the City, shall also be eligible to receive a reimbursement for medical coverage which is the lesser of the cost of medical coverage for the retiree and spouse, or a maximum employer reimbursement of \$318.73 per month. Employees must provide documentation of medical coverage and receipts of payment of medical insurance premiums, as requested by the City or its third party administrator, evidencing proof of payment in order to be reimbursed for any or all of the \$318.73 per month. For retirees who are enrolled in the City's CalPERS medical plans, this amount is in addition to the City's PEMHCA minimum contribution. Retirees must have an effective retirement date within 120 days of separation of employment from the City to be eligible for this reimbursement benefit, regardless of whether they enroll in the City's CalPERS medical program. Retirees who do not meet all of the statutory and/or regulatory requirements under PEMHCA to qualify as an annuitant and do not enroll in the CalPERS medical program are not entitled to the PEMHCA minimum contribution. In the event of the retiree's death, the surviving spouse continues to be eligible to receive the benefit, so long as the surviving spouse continues to qualify as an annuitant and continues enrollment in the CalPERS medical program.

Employees hired after September 30, 2011 will not be provided the City paid

retiree medical benefit described in the paragraphs above, but shall be eligible for the PEMHCA minimum contribution if they qualify as an annuitant and enroll in the City's CalPERS medical program as a retiree. For these employees, during employment, the City will pay \$75 per month towards active employees' HRA account for retirement health insurance expenses.

SECTION 20: Layoffs

The City Manager may layoff regular and probationary employees at any time for lack of work, budgetary reasons, technological changes, or other City actions that necessitate a reduction in the workforce. At least four weeks' notice shall be given to any employee who is to be laid off. At the City Manager's discretion, a demotion or transfer to another department or classification may be made to prevent a layoff provided the employee is qualified by education and/or experience and is capable of performing the duties of the classification. The Department Directors, in consultation with the Human Resources Manager, and as approved by the City Manager, will affect the layoffs.

20.1: Reduction-in-Workforce

When it becomes necessary to reduce the workforce in the City, the City Manager shall designate the job classification, division, department, or other organizational unit in order to affect a reduction in the workforce. Contract, temporary, seasonal, or probationary employees in the same or similar job duties proposed to be reduced within the City shall be laid off first. Probationary promotional employees who are laid off shall be returned to their former classification. Employees who accept lower positions or transfers in lieu of layoff shall be placed at a pay level within the salary range of the new position which yields a salary closest to current salary.

Order of Layoff for MVMA Employees:

The order of layoff of MVMA career employees shall be made in accordance with a system which favors retention of the more meritorious employees, based upon evaluation of the following factors in the listed order of implementation:

- A. An overall rating of "unsatisfactory" or "needs improvement" on the most recent performance evaluation once finalized and filed in the Human Resources Department except when an employee has less than one-year seniority with the City. In that case, only seniority will be used.

B. Documented disciplinary actions during the preceding twelve (12) months.

C. Seniority (length of service in a career position):

1. in the City
2. in the Classification
3. in the Department

For MVMA employees who are equal in performance and seniority, as established in 15.1 A-C, preference will be given to those with proof of honorable military discharge.

20.2: Seniority

Seniority is determined from the day of official appointment to a City department as a career employee, provided that any career employee, who, as a result of promotion, transfer, or voluntary demotion, is appointed to a career position in another department, shall for purposes of layoff, carry seniority previously acquired over to the new department.

Seniority shall continue to accrue during periods of Annual Leave, layoff not exceeding three (3) years, any authorized leave of absence of less than three (3) months, or any call to military service for the duration of the call to duty. Seniority shall not accrue during any other break in continuous service.

20.3: Other Policies

The City may call back as a temporary employee, within the first year after layoff, any laid off employee who is on the recall list when the employee is qualified to fill a vacancy of a full-time position.

Any employee who receives an involuntary transfer shall have the option to be reinstated to a vacated position in the classification from which said employee was involuntarily transferred for up to six (6) months from the effective date of the involuntary transfer in the event of layoff.

An employee who chooses to terminate and have his/her name placed on the Reinstatement List under this section shall notify the department in writing of his/her decision at least three (3) working days prior to the effective date of reassignment. Such termination shall be on the same date as the reassignment would have been effective.

20.4: Recall List

The name of every career employee who is laid off, transfers, or elects to demote to a formerly held classification in the same department for longer than one pay period due to a Reduction-in-Workforce, shall be placed on the Recall List, except that the names of those MVMA employees laid off under Sections 15.1A & 15.1B under in "Order of Layoff for MVMA Employees", shall not be placed on the recall list. Vacancies to be filled within a department shall be offered to individuals named on the Recall List who, at the time of the Reduction-in-Workforce, held a position in the same job classification within the department as the vacancy to be filled. Order of recall shall be same as order of layoff.

Individual names may be removed from the Recall List for any of the following reasons:

- D. The expiration of three (3) years from the date of placement on the list.
- E. Re-employment with the City in a career full-time position in a department other than that from which the employee was laid off.
- F. Failure to respond within 14 calendar days of the mailing by the City of a certified letter regarding availability for employment.
- G. Failure to report to work within 14 calendar days of the mailing by the City of a certified letter containing a notice of reinstatement to a position, absent mitigating circumstances.
- H. Request in writing, including email, to be removed from the list.

In the event of a vacancy, if there are no individuals on the Recall List who formerly occupied the vacant classification, those individuals on the Recall List who possess the necessary qualifications for the vacant classification shall be eligible for recall to the vacancy. Eligibility order shall be the same as the order of layoff.

No person from outside City employment shall be hired in a career position in the deleted classification until all those displaced due to layoffs or transfers are recalled to their former classification or one classification lower in the same career ladder as the one in which the employee was laid off.

20.5: Status on Re-employment

Effective June 30, 2011, a career employee who has been laid off or terminates in lieu of reassignment and is re-employed in a career position within three (3) years

from the date of his/her layoff or termination shall be entitled to:

- A. Buy back and thereby restore all or a portion of Annual Leave credited to the employees' account on the date of layoff or termination and at the same rate as it was sold originally. This restoration must be requested in writing within thirty (30) days of returning to work and must be fully paid back within six (6) months of the return to work.
- B. Restoration of seniority accrued prior to and accrued during layoff.
- C. Credit for all service prior to layoff for the purpose of determining the rate of accrual of Annual Leave.
- D. Placement in the salary range as if the employee had been on a leave of absence without pay if he/she is reinstated to the same job classification in the same department from which he/she was laid off or terminated.
- E. Restoration to the same level of flexible benefits (i.e. Benefit Bank) that the employee received prior to being laid off or terminated.

20.6: Continuation of Benefits

Those who are laid off shall have their medical insurance benefits continued to the end of the second month following the date of their layoff in the event that they are not covered by another medical plan at that time.

SECTION 21: Workplace Image

From July 1, 2023 through June 30, 2025, the City's Image Administrative Procedure may permit denim pants subject to certain restrictions and reasonable quality standards established by the City Manager's Office.

SECTION 22: Special Events

Special Events are defined as any event so designated by the City Manager's Office requiring hours worked outside of normal work hours.

SECTION 23: Direct Payroll Deposit

Effective July 1, 2011, all new employees will be required to have direct deposit for payroll, or to apply for this service through the City's bank. If they are accepted by

the City's bank, they must agree to participate. If the employee is denied this service by the City's bank, the direct deposit requirement for payroll is waived.

SECTION 24: Bilingual Pay

Effective July 1, 2023, bilingual compensation at the rate of \$150 per month is paid for staff who occupy positions designated as ones in which second language skills are utilized. An extra \$50 per month shall be added to the spoken pay for a total of \$200 per month for both spoken and written. Eligible employees will be required to pass a test which shall be administered by a qualified agency.

SECTION 25: Safety Jackets

Field employees who work within street rights-of-way will be entitled to receive safety jackets. Jackets will be replaced as needed, but not more than one per year.

SECTION 26: Safety Shoes

The City will give all eligible employees \$400 (gross) for safety shoes payable twice each year - \$200 in September and \$200 in March. To be eligible, an employee must be required to wear safety boots as a regular part of the employee's daily duties as determined by the City' Human Resources Manager and employee's Department Director.

SECTION 27: Uniforms

The following terms apply to employees required by the City to wear uniforms, but where City-paid laundry service is not provided:

- a. Employees will have five (5) serviceable uniform pants, five (5) serviceable uniform shirts and one (1) serviceable uniform jacket at the start of each fiscal year.
- b. Uniforms damaged during the year in the course and scope of duty shall be replaced on an as-needed basis.
- c. The foregoing provisions do not apply to those positions for which only logo shirts are worn by employees.

SECTION 28: Tuition Reimbursement

Effective July 1, 2023, the maximum annual limit for the tuition reimbursement program is \$5,000 per fiscal year. The annual maximum reimbursement includes tuition, books, lab fees and parking expenses. In addition, the program covers Certificate Programs that are job related, as well as undergraduate and graduate

degree programs from accredited educational institutions. Employee will be required to remain in employment with the City for three (3) years following the first pay period in which reimbursement is paid. If an employee fails to remain in the City's employment for the three (3) years, he or she will be required to pay back 100% in the first (1) year, 67% in the second (2) year and 34% in the third (3) year.

SECTION 29: Retirement Benefit

The City contracts with CalPERS for the Pre-Retirement Option 2W Death Benefit.

SECTION 30: Other Benefits

There shall be no other reductions in City paid benefits during the term of this agreement.

SECTION 31: Reopener Clause

The parties agree that no reopeners shall occur through the term of this MOU.

SECTION 32: Parity

During the term of this agreement, MVMA shall have the right to incorporate into this agreement the comparable value of any additional economic enhancements agreed upon between the City of Moreno Valley and the Moreno Valley City Employees Association (MVCEA).

SECTION 33: Probationary Period

The first twelve (12) months, or any duly extended longer period, of all new employment in a career position shall be deemed a probationary period. The first six (6) months, or any duly extended longer period, of all promotional employment in a career position shall be deemed a probationary period. The probationary period shall commence upon the effective date of the appointment.

During the probationary period, an employee may be terminated without the right of appeal, hearing or resort to any grievance procedure if his/her performance is deemed in any way unsatisfactory or below City standards by the City Manager, upon recommendation of the employee's Department Director. At the conclusion of the probationary period, if the employee's performance does not meet City standards but is not altogether unsatisfactory, the probationary period may be extended up to an additional period of the same duration, at the discretion of the City Manager.

The decision to extend the length of an employee's probationary period must be based on justifiable reasons and must be made prior to the expiration of the original probationary period. Such a decision shall not be appealable or grievable.

Probationary employees are allowed to compete for promotional opportunities while on probation. However, an employee who fails to complete his or her original probation period prior to promoting shall not have rights to be reinstated to their prior position if they fail their promotional probation period.

If an employee promotes prior to completing an initial one-year probationary period, the normal promotional probation period of six months will be extended so that the total probationary period from the date of hire shall not be less than the 12 month initial probationary period.

Example: Employee promotes after 5 months of satisfactory service. Promotional probationary period will be extended to seven months, providing a total of twelve months' probation. Probation periods may be further extended as provided for in the City's Personnel Rules and Regulations.

SECTION 34: Performance Evaluations

Meaningful performance feedback is critical to the City's success in delivery of service to Moreno Valley residents. Evaluations must recognize individual employees' distinct accomplishments and hold each employee accountable for fulfilling his/her assigned duties in a professional manner.

- A. To assist in meeting this essential management responsibility, the City will engage the services of a consultant with extensive public and private sector experience to review the City's current process and recommend a specific training regimen for all raters.
- B. Success in this area will require that managers, at all levels, are held accountable to provide employees with ongoing verbal feedback and meaningful performance evaluations which:
 - 1) Reflect unique performance levels of each rated employee;
 - 2) Represent the culmination of ongoing verbal feedback provided throughout the rating period; and
 - 3) Are reviewed and approved by the Department Director prior to being presented to rated employees (to ensure that raters are meeting the City's commitments as outlined herein).

SECTION 35: Labor-Management Committee

A Labor-Management Committee Co-Chaired by MVMA Presidents/designees and the Human Resources Manager will meet on a quarterly basis.

SECTION 36: Management Accountability

Managers and supervisors will uphold performance and conduct standards for all employees. Key areas of concern include, but are not limited to: performance, attendance, and adherence to City policies.

SECTION 37: Association

A. Legislative Authority

The parties mutually understand and agree that as a result of the State of California adoption of SB 739, all unit employees represented by the Moreno Valley Management Association have the right to join or not join the Association.

B. Association Dues

The employee's earnings must be sufficient after the other legal and required deductions are made to cover the amount of the dues or fees authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee in a non-pay status only during part of the pay period, whose salary is not sufficient to cover the full withholding, no deduction shall be made. In the case of an employee who is receiving catastrophic leave benefits during a pay period, no deduction shall be made. In this connection, all other legal and required deductions (including health care and insurance deductions) have priority over Association dues and service fees.

C. Records

The Association shall keep an adequate itemized record of its financial transactions and shall make available annually, to the City, and to the employees who are members of the organization, within 60 days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant.

D. Indemnification

The Association shall indemnify, defend and hold the City harmless against any liability arising from any claims, demands, or other action relating to the City's compliance with the agency fee obligation, including claims relating to the Union's/Association's use of monies collected under these provisions. The City

reserves the right to select and direct legal counsel in the case of any challenge to the City's compliance with the agency fee obligation, and the Association agrees to pay any attorney, arbitrator or court fees related thereto.

SECTION 38: MVMA Board Meetings

MVMA Board Members shall each receive 12 hours of release time per calendar year to attend Board meetings.

SECTION 39: MVMA Membership Meetings

Employees designated as OM and PAM shall be allowed one hour of paid release time to attend MVMA Membership meetings twice per calendar year. Additional release time may be granted by the City Manager upon request during MOU negotiations.

SECTION 40: Ratification and Execution

The City and MVMA acknowledge that this Memorandum of Understanding shall not be in full force and effective until ratified by the bargaining unit and approved by the Moreno Valley City Council. Subject to the foregoing, this Memorandum of Understanding is hereby executed by the authorized representatives of the City and Association, and entered into this 18th day of October 2022.

For City:

For MVMA:

Brian Mohan, Assistant City Manager

Dale Mendenhall, President

Naomi Kamunyu

Julia Descoteaux

Launa Jimenez

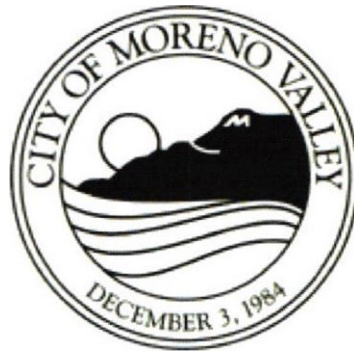
Lesia Bowers

Michael Lloyd

Joe Lara

Melissa McClain

Mary LaPlante, CEA Representative



MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF MORENO VALLEY
AND
THE MORENO VALLEY CONFIDENTIAL
MANAGEMENT EMPLOYEES
-2023-2025
EFFECTIVE JULY 1, 2023

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MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MORENO VALLEY
AND
THE MORENO VALLEY CONFIDENTIAL MANAGEMENT EMPLOYEES
2023-2025

The agreement entered into between the City of Moreno Valley and those employees designated as "Professional and Administrative Confidential Management" (Confidential) and sets forth the full terms and conditions of employment for members of the Moreno Valley Confidential Management Employees (MVCME), subject to amendments reached by the parties in subsequent negotiations as provided for in this document.

The following is a list of provisions agreed to between the parties:

SECTION 1: Recognition

Pursuant to the provisions of Resolution No. 92-110 of the City of Moreno Valley and the Meyers-Milias-Brown Act, the City of Moreno Valley has recognized the Moreno Valley Confidential Management Employees (MVCME) as the exclusive representative of the Professional/Administrative Confidential Management employees of the City for the purpose of meeting its obligations under Government Code S 3500 et seq.

The confidential classifications are listed in Appendix A.

SECTION 2: Term

Upon approval and execution by both parties, including ratification by the employees and approval of the City Council, this entire Memorandum of Understanding shall be effective from July 1, 2023 through June 30, 2025. All changes affecting members' salary/benefits agreed upon during negotiations will take effect July 1, 2023, unless otherwise stated.

SECTION 3: Salary

Effective with the first full pay period that begins after July 1, 2023, each employee shall receive 8.0% base salary increase and effective with the first full pay period that begins after July 1, 2024, each employee shall receive 6.0% base salary increase, which is representative of all cost of living increases for the duration of the Memorandum of Understanding.

SECTION 4: Overtime Compensation

The classifications listed in Appendix B are a time-related position that are eligible for overtime.

SECTION 5: Schedule

The City will implement a variable 4/10 work schedule, which will be managed by each department head. Once implemented, the 4/10 schedule must stay consistent. The City will not be closed on any given day between Monday through Friday unless it is a designated

holiday. If employee decides to stay on a 9/80 schedule, that will be permitted. If an employee decides to go to a 4/10 schedule at a later date, that change will only be available on a calendar year basis.

The 4/10 schedule will be implemented effective first full pay period in January of 2023.

SECTION 6: Management Differentials

Employee Group	Hired before 9/30/2011	Hired after 9/30/2011
Professional/Administrative Management (PAM)	2% of salary	1.5% of salary
Division Management (DM)	4% of salary	3% of salary

SECTION 7: Longevity Pay

Supplemental pay based on service

- 5 years of service = 1% of base salary
- 10 years of service = 2% of base salary
- 15 years of service = 3% of base salary
- 20 years of service = 4% of base salary

To be provided on a per pay period basis. Payable effective first full pay period of the FY 23/24 (July).

SECTION 8: Education Incentive

The City will implement an Education Incentive of 0.5% of base salary for AA/AS, 1% of base salary for BA/BS and 2% of base salary for master’s payable in the first full pay period of the FY 23/24 (July).

The incentive pay only applies if the employee has a degree higher than what is stated in the job description/classification, regardless of “experience in lieu of” language. The City will develop the criteria needed to validate a degree. If the degree is later supplied and verified after the beginning of the fiscal year, it is not retroactively applied to the start date.

SECTION 9: Wellness

The City will implement a Wellness Incentive of \$350 per year, payable in full in the first full pay period of the FY 23/24 (July).

SECTION 10: Benefit Bank

All employees eligible to enroll in the City's CalPERS medical program under the California Public Employees' Medical and Hospital Care Act ("PEMCHA") and who do enroll, shall

receive a contribution by the City toward the premium for the plan chosen equal to the PEMCHA minimum set annually by CalPERS.

The cafeteria benefit bank monthly contributions are:

	Tier I hired before 7/1/09	Tier II hired on or after 7/1/09	Tier III/IV hired on or after 9/30/11	Tier V** hired on or after 7/1/17
Full time non-exempt	\$1,185.75	\$1050.00	\$787.50	\$787.50
Part time non-exempt	\$ 480.66	\$ 425.00	\$318.75	\$318.75
PAM & DM	\$1,185.75	\$1050.00	\$787.50	\$787.50
Part time PAM	\$ 480.66	\$ 425.00	\$318.75	\$318.75

These amounts include the PEMHCA minimum contribution.

The City will continue to provide an additional monthly contribution for employees enrolled in family medical coverage:

	<u>Employee Coverage</u>	<u>Employee +1 Coverage</u>	<u>Family Coverage</u>
Tier I & II	\$170 per month	\$240 per month	\$440 per month
Tier III, IV & V	\$170 per month	\$340 per month	\$620 per month
Part-time	\$80 per month	\$120 per month	\$142 per month

**Tier V employees receive the same maximum benefit amounts as those provided for employees in Tier III/IV; however, enrollment in a City sponsored health plan is required to receive any City contributions. The City will not contribute any amount in excess of an employee's actual enrollment cost, if that cost is less than the City's maximum contribution. No cash back (cash or deferred compensation) if enrollment costs are less than the City's maximum contribution as defined in the Cafeteria Benefits Plan schedule.

Employees eligible for benefits are required to purchase medical coverage or provide proof of other medical coverage.

SECTION 11: PERS Member Contributions

Retirement Formula	Tier I hired before 7/1/09	Tier II hired on or after 7/1/09	Tier III hired on or after 9/30/11	Tier IV New members hired on or after 1/1/2013

2.7% @ 55	8% employee pays	8% employee pays	N/A	N/A
2% @ 55	N/A	N/A	7% employee pays	N/A
2% @ 62	N/A	N/A	N/A	Effective 7-1-2019 Employee pays 6.75%

As of July 4, 2015, all employees will pay their full member contribution of CalPERS retirement. These contributions shall be deducted from the employee's bi-weekly pay. In addition, the City will cease paying the Employer Paid Member Contribution (EPMC) for all employees.

SECTION 12: Retirement Plan

Employees hired prior to December 23, 2011, shall continue to participate in the PERS 2.7% @ 55 Benefit plan with Highest Single Year Pay Calculation. Employees hired after December 23, 2011, shall participate in the PERS 2.0% @ 55 Benefit plan with 3-year Average Pay Calculation. New PERS members hired after January 1, 2013, shall participate in the PERS 2.0% @ 62 Benefit plan with 3-year Average Pay Calculation.

The City provides retirement benefits for all employees through the Public Employees Retirement System (PERS). Effective July 4, 2015, the City will no longer pay the members contribution of the retirement plan; therefore, all employees pay their own member contribution into the plan, under the provisions of Internal Revenue Code Section 414 (h) (2) for pretax contributions. Current retirement benefits are available as follows:

- A. Career Full-time Employees pay for their own member contribution for PERS retirement benefits, under the provisions of Internal Revenue Code Section 414 (h) (2) for pretax contributions, and at no point will the employer pay any portion of the member's contribution.
- B. Career Part-time Employees pay for their own member contribution for PERS retirement benefits, under the provisions of Internal Revenue Code Section 414 (h) (2) for pretax contributions, and at no point will the employer pay any portion of the member's contribution.

PERS refunds may be issued ONLY if the member has permanently separated from all PERS- covered or reciprocal employment. Or, if members have been on an unpaid leave of absence for at least six (6) months, they may request a refund of their contributions prior to returning to active employment.

SECTION 13: Forfeited Leave Balances

During the term of this agreement, if any Confidential employee is laid off as the result of a reduction in force and subsequently forfeits any unused sick leave pursuant to City personnel rules, and that employee is later re-called to work within the period provided for in Section 15 (Recall Period) of this MOU, that employee shall have any forfeited sick leave reinstated to a frozen sick leave account established in his/her name. Existing City rules for the use of frozen sick leave will continue to apply to these accounts.

SECTION 14: Annual Leave

The City's existing Annual Leave program shall be modified as follows:

- A. The limit of accrued Annual Leave will be 1,664 hours for employees hired prior to September 30, 2011, and 900 hours for employees hired on or after September 30, 2011. Once an employee reaches his/her respective cap, annual leave accruals will be suspended.
- B. 100% of accrued Annual Leave balances shall be paid in full at the time of next scheduled pay period following separation.
- C. Career employees accrue annual leave time based on their years of service and employee group. The annual accrual rate is listed below:

All Employees (hired prior to 9/22/1992)

Employee Group	11+ years
Non-Exempt Confidential	348 hours
PAM Confidential	348 hours

All Employees (hired prior to 9/30/2011)

Employee Group	0-5 years	6-10 years	11+ years
Non-Exempt Confidential	288 hours	328 hours	352 hours
PAM Confidential	288 hours	328 hours	352 hours

All Employees (hired on or after 9/30/2011)

Employee Group	0-5 years	6-10 years	11+ years
Non-Exempt Confidential	270 hours	310 hours	350 hours
PAM Confidential	270 hours	310 hours	350 hours

Each full-time career employee is required to use a minimum of 80 hours of annual leave per calendar year.

SECTION 15: Holidays

The following days shall be observed by the City as paid holidays:

New Year's Day
 Martin Luther King, Jr. Birthday
 Presidents Day
 Cesar Chavez Day
 Memorial Day
 Juneteenth Day
 Independence Day

Labor Day
 Veteran's Day
 Thanksgiving
 Day after Thanksgiving
 Christmas Eve
 Christmas Day

Employees will be paid Holiday Pay for all working hours scheduled to be worked on a holiday. Thus, career, full-time employees will be paid ten hours on a holiday that falls on a ten-hour workday, nine hours on holidays that fall on a nine-hour workday, eight hours on holidays that fall on an eight-hour workday.

When a holiday falls on an employee's regular day off, the employee shall be credited with the appropriate number of hours in his/her Holiday Leave Bank. Hours will be credited as described above, unless otherwise noted in this MOU.

Exempt employees may, at the Department Director's discretion, be granted a flex day if they are required to work on a designated City paid holiday or special event.

Section 16: Floating Holidays

Effective January 1, 2023, regular full-time and part-time career employees will receive two (2) floating holidays per year in addition to the City's paid and observed holidays.

The number of hours will be added to the employee's annual leave bank, and will be equivalent to the employee's regular scheduled hours worked, and will be given in the first pay period of the year.

Employee's will be able to use their floating holidays on days of their choice upon request; however, the Department's Director's will give the final approval for all leave use.

In lieu of accruing separate banks of floating holiday, vacation, sick hours, where applicable, regular full-time career employees will accrue annual leave. Effective December 14, 2007, accrued vacation banks were converted to annual leave on an hour-for-hour basis. Therefore, the floating holidays will be converted to annual leave, and used in accordance to the policy.

SECTION 17: Frozen Sick Leave

At retirement, Frozen Sick Leave balance (sick leave accrued prior to December 14, 2007) will be paid as elected by the employee per the following formulas:

- PERS Service Credit with 30% Cash Out
- 80 % PERS Service Credit with 20% Cash Out
- 90 % PERS Service Credit with 10% Cash Out
- 100 % PERS Service Credit with 0% Cash Out

Upon separation, employees shall be paid for 40% of Frozen Sick Leave. The remaining 60% shall be forfeited. The exception shall be those employees with sick leave balances "frozen" as of 9/22/92. For those employees, upon retirement, 40% of remaining "frozen" sick leave shall be available for use as PERS service credit while the remaining 60% shall be paid out in cash. Employees not retiring under the City's CalPERS contract shall forfeit the 40% of "frozen" sick leave.

SECTION 18: Leave Cash Out

Effective July 1, 2019, the City's Annual Leave Sell Back Program allows employees who schedule to take off at least 40 hours of consecutive annual leave the option of "selling back" to the City up to 100 hours of annual leave, comp time earned, and/or accrued holiday. However, employees must retain a minimum of 160 hours annual leave on the books after deducting the "cash out." Employees can elect to take the "sell back" as cash or work through Human Resources to have the money deposited into their Deferred Compensation account. Employees may sell back leave only once per fiscal year.

SECTION 19: Health Retirement Account (HRA) Contribution

The City contribution toward individual HRA accounts for employees shall be fully funded at \$75 per month for all full-time career employees.

Effective with the pay period that begins on July 9, 2022, employees shall receive 0.5% of their base salary into their HRA account.

SECTION 20: Post-Retirement Medical Benefit

Effective January 1, 2001, the City shall pay the minimum monthly contribution required under the Public Employees' Medical and Hospital Care Act ("PEMHCA") for retirees who retire from the City of Moreno Valley who qualify as "annuitants" under PEMHCA and are enrolled in the City's CalPERS medical program as a retiree. Generally, to qualify as an annuitant, the individual must have an effective retirement date within 120 days of separation of employment from the City and receive a retirement allowance from CalPERS. As required by applicable statutes or regulations, annuitants must enroll in Medicare at age 65 or as soon as they become eligible.

Employees hired on or before September 30, 2011, who retire under the CalPERS retirement system with a minimum of five full-time years of service with the City, shall also be eligible to receive a reimbursement for medical coverage which is the lesser of the cost of medical coverage for the retiree and spouse, or a maximum employer reimbursement of \$318.73 per month. Employees must provide documentation of medical coverage and receipts of payment of medical insurance premiums, as requested by the City or its third-party administrator, evidencing proof of payment in order to be reimbursed for any or all of the \$318.73 per month. For retirees who are enrolled in the City's CalPERS medical plans, this amount is in addition to the City's PEMHCA minimum contribution. Retirees must have an effective retirement date within 120 days of separation of employment from the City to be eligible for this reimbursement benefit, regardless of whether they enroll in the City's CalPERS medical program. Retirees who do not meet all of the statutory and/or regulatory requirements under PEMHCA to qualify as an annuitant and do not enroll in the CalPERS medical program are not entitled to the PEMHCA minimum contribution. In the event of the

retiree's death, the surviving spouse continues to be eligible to receive the benefit, so long as the surviving spouse continues to qualify as an annuitant and continues enrollment in the CalPERS medical program.

Employees hired after September 30, 2011, will not be provided the City paid retiree medical benefit described in the paragraphs above, but shall be eligible for the PEMHCA minimum contribution if they qualify as an annuitant and enroll in the City's CalPERS medical program as a retiree. For these employees, during employment, the City will pay \$75 per month towards active employees' HRA account for retirement health insurance expenses.

SECTION 21: Layoffs

The City Manager may layoff regular and probationary employees at any time for lack of work, budgetary reasons, technological changes, or other City actions that necessitate a reduction in the workforce. At least four weeks' notice shall be given to any employee who is to be laid off. At the City Manager's discretion, a demotion or transfer to another department or classification may be made to prevent a layoff provided the employee is qualified by education and/or experience and is capable of performing the duties of the classification. The Department Directors, in consultation with the Human Resources Manager, and as approved by the City Manager, will affect the layoffs.

Section 21A: Reduction in Force

When it becomes necessary to reduce the workforce in the City, the City Manager shall designate the job classification, division, department, or other organizational unit in order to effect a reduction in the workforce. Contract, temporary, seasonal, or probationary employees in the same job classification(s) proposed to be reduced within the City shall be laid off first. Probationary promotional employees who are laid off shall be returned to their former classification. Employees who accept lower positions or transfers in lieu of layoff shall be placed at a pay level within the salary range of the new position which yields a salary closest to current salary.

Section 21B: Order of layoff for MVCME

The order of layoff of MVCME career employees shall be made in accordance with a system which favors retention of the more meritorious employees, based upon evaluation of the following factors in the listed order of implementation:

- A. An overall rating of "unsatisfactory" or "needs improvement" on the most recent performance evaluation once finalized and filed in the Human Resources Department except when an employee has less than one year seniority with the City. In that case, only seniority will be used.
- B. Documented disciplinary actions during the preceding twelve (12) months.
- C. Seniority (length of service in a career position):
 1. in the City
 2. in the Classification
 3. in the Department

For MVCME employees who are equal in performance and seniority, as established in 21 A-C, preference will be given to those with proof of honorable military discharge.

Section 21C: Seniority

Seniority is determined from the day of official appointment to a City department as a career employee, provided that any career employee, who, as a result of promotion, transfer, or voluntary demotion, is appointed to a career position in another department, shall for purposes of layoff, carry seniority previously acquired over to the new department.

Seniority shall continue to accrue during periods of Annual Leave, layoff not exceeding three (3) years, any authorized leave of absence of less than three (3) months, or any call to military service for the duration of the call to duty. Seniority shall not accrue during any other break in continuous service.

Section 21D: Other Policies

The City may call back as a temporary employee, within the first year after layoff, any laid off employee who is on the recall list when the employee is qualified to fill a vacancy of a full-time position.

Any employee who receives an involuntary transfer shall have the option to be reinstated to a vacated position in the classification from which said employee was involuntarily transferred for up to six (6) months from the effective date of the involuntary transfer in the event of layoff.

An employee who chooses to terminate and have his/her name placed on the Reinstatement List under this section shall notify the department in writing of his/her decision at least three (3) working days prior to the effective date of reassignment. Such termination shall be on the same date as the reassignment would have been effective.

Section 21E: Recall Period

The recall period for employees laid off on or after June 30, 2011, shall be three (3) years from the date of their layoff.

Section 21F: Recall List

The name of every career employee who is laid off, transfers, or elects to demote to a formerly held classification in the same department for longer than one pay period due to a Reduction-in-Force, shall be placed on the Recall List, except that the names of those MVCME employees laid off under Sections 15.1.A & 15.1.B in "Order of Layoff for MVCME" above, shall not be placed on the recall list. Vacancies to be filled within a department shall be offered to individuals named on the Recall List who, at the time of the Reduction-in-Force, held a position in the same job classification within the department as the vacancy to be filled. Order of recall shall be same as order of layoff.

Individual names may be removed from the Recall List for any of the following reasons:

- A. The expiration of three (3) years from the date of placement on the list, effective June 30, 2011.
- B. Re-employment with the City in a career full-time position in a department other than that from which the employee was laid off.
- C. Failure to respond within 14 calendar days of the mailing by the City of a certified letter regarding availability for employment.
- D. Failure to report to work within 14 calendar days of the mailing by the City of a certified letter containing a notice of reinstatement to a position, absent mitigating circumstances.
- E. Request in writing, including email, to be removed from the list.

In the event of a vacancy, if there are no individuals on the Recall List who formerly occupied the vacant classification, those individuals on the Recall List who possess the necessary qualifications for the vacant classification shall be eligible for recall to the vacancy. Eligibility order shall be the same as the order of layoff.

No person from outside City employment shall be hired in a career position in the deleted classification until all those displaced due to layoffs or transfers are recalled to their former classification or one classification lower in the same career ladder as the one in which the employee was laid off.

Section 21G Status on Re-employment

Effective June 30, 2011, a career employee who has been laid off or terminates in lieu of reassignment and is re-employed in a career position within three (3) years from the date of his/her layoff or termination shall be entitled to:

- A. Buy back and thereby restore all or a portion of Annual Leave credited to the employees' account on the date of layoff or termination and at the same rate as it was sold originally. This restoration must be requested in writing within thirty (30) days of returning to work and must be fully paid back within six (6) months of the return to work.
- B. Restoration of seniority accrued prior to and accrued during layoff.
- C. Credit for all service prior to layoff for the purpose of determining the rate of accrual of Annual Leave.
- D. Placement in the salary range as if the employee had been on a leave of absence without pay if he/she is reinstated to the same job classification in the same department from which he/she was laid off or terminated.
- E. Restoration to the same level of flexible benefits (i.e. Benefit Bank) that the employee received prior to being laid off or terminated.

Section 21H: Continuation of Benefits

Those who are laid off shall have their medical insurance benefits continued to the end of the second month following the date of their layoff in the event that they are not covered by another medical plan at that time.

SECTION 22: Workplace Image

From July 1, 2023 through June 30, 2025, the City's Image Administrative Procedure may permit denim pants subject to certain restrictions and reasonable quality standards established by the City Manager's Office prior to implementation.

SECTION 23: Special Events

Special Events are defined as any event so designated by the City Manager's Office requiring hours worked outside of normal work hours.

SECTION 24: Direct Payroll Deposit

Effective July 1, 2011, all new employees will be required to have direct deposit for payroll, or to apply for this service through the City's bank and, if they are accepted by the City's bank, agree to participate. If the employee is denied this service by the City's bank, the direct deposit requirement for payroll is waived.

SECTION 25: Bilingual Pay

Effective July 1, 2020, bilingual compensation at the rate of \$100 per month is paid for staff who occupy positions designated as ones in which second language skills are utilized. An extra \$50 per month shall be added to the spoken pay for a total of \$200 per month for both spoken and written. Eligible employees will be required to pass a test which shall be administered by a qualified agency.

SECTION 26: 401(a) Contribution

Confidential employees receive \$750.10 per fiscal year (\$28.85 per pay period) in a City sponsored 401 (a) Plan.

SECTION 27: Tuition Reimbursement

Effective July 1, 2023, the maximum annual limit for the tuition reimbursement program is \$5,000 per fiscal year. The annual maximum reimbursement includes tuition, books, lab fees and parking expenses. In addition, the program covers Certificate Programs that are job related, as well as undergraduate and graduate degree programs from accredited educational institutions. Employee will be required to remain in employment with the City for three (3) years following the first pay period in which reimbursement is paid. If an employee fails to remain in the City's employment for the three (3) years, he or she will be required to pay back 100% in the first (1) year, 67% in the second (2) year and 34% in the third (3) year. Does not apply to student loan balances.

SECTION 28: Retirement Benefit

The City contracts with CalPERS for the Pre-Retirement Option 2W Death Benefit.

SECTION 29: Other Benefits

There shall be no other reductions in City paid benefits during the term of this agreement.

SECTION 30: Parity

During the term of this agreement, MVCME shall have the right to incorporate into this agreement the comparable value of any additional economic enhancements agreed upon between the City of Moreno Valley and the Moreno Valley Management Association (MVMA).

SECTION 31: Probationary Period

The first twelve (12) months, or any duly extended longer period, of all new employment in a career position shall be deemed a probationary period. The first six (6) months, or any duly extended longer period, of all promotional employment in a career position shall be deemed a probationary period. The probationary period shall commence upon the effective date of the appointment.

During the probationary period, an employee may be terminated without the right of appeal, hearing or resort to any grievance procedure if his/her performance is deemed in any way unsatisfactory or below City standards by the City Manager, upon recommendation of the employee's Department Director. At the conclusion of the probationary period, if the employee's performance does not meet City standards but is not altogether unsatisfactory, the probationary period may be extended up to an additional period of the same duration, at the discretion of the City Manager.

The decision to extend the length of an employee's probationary period must be based on justifiable reasons and must be made prior to the expiration of the original probationary period. Such a decision shall not be appealable or grievable.

Probationary employees are allowed to compete for promotional opportunities while on probation. However, an employee who fails to complete his or her original probation period prior to promoting shall not have rights to be reinstated to their prior position if they fail their promotional probation period.

If an employee promotes prior to completing an initial one-year probationary period, the normal promotional probation period of six (6) months will be extended so that the total probationary period from the date of hire shall not be less than the 12-month initial probationary period.

Example: Employee promotes after five (5) months of satisfactory service. Promotional probationary period will be extended to seven months, providing a total of twelve months' probation. Probation periods may be further extended as provided for in the City's Personnel Rules and Regulations.

SECTION 32: Performance Evaluations

Meaningful performance feedback is critical to the City's success in delivery of service to Moreno Valley residents. Evaluations must recognize individual employees' distinct

accomplishments and hold each employee accountable for fulfilling his/her assigned duties in a professional manner.

- A. To assist in meeting this essential management responsibility, the City will engage the services of a consultant with extensive public and private sector experience to review the City's current process and recommend a specific training regimen for all raters.
- B. Success in this area will require that managers, at all levels, are held accountable to provide employees with ongoing verbal feedback and meaningful performance evaluations which:
 - 1) Reflect unique performance levels of each rated employee
 - 2) Represent the culmination of ongoing verbal feedback provided throughout the rating period; and
 - 3) Are reviewed and approved by the Department Director prior to being presented to rated employees (to ensure that raters are meeting the City's commitments as outlined herein).

SECTION 33: Management Accountability

Managers and supervisors will uphold performance and conduct standards for all employees. Key areas of concern include, but are not limited to: performance, attendance, and adherence to City policies.

SECTION 34: Ratification and Execution

The City and MVCME acknowledge that this amended Memorandum of Understanding shall not be in full force and effective until ratified by the bargaining unit and approved by the Moreno Valley City Council. Subject to the foregoing, this amended Memorandum of Understanding is hereby executed by the authorized representatives of the City and Association; and entered into this 18th day of October 2022.

For City:

For MVCME:

Brian Mohan, Assistant City Manager

Vanessa Leccese – CM’s Office

Appendix A

The following are those classifications, which have been recognized by the City to be assigned to the Confidential Employee Unit:

Administrative Assistant	Paralegal
Assistant to the City Manager	Payroll Supervisor
Classifications Assigned to City Clerk & City Council	Principal Accountant
Classifications Assigned to City Attorney	Senior Accountant
Deputy City Clerk	Senior HR Analyst
Executive Assistant I	HR Analyst
Human Resources Technician I/II	Senior Payroll Technician

Appendix B

The following are those classifications, which have been recognized by the City to be assigned to the Confidential Employee Unit:

JOB TITLES/CLASSIFICATIONS (NON-EXEMPT – Eligible for Overtime)

Deputy City Clerk	Paralegal
Executive Assistant I	Senior Payroll Technician
Human Resources Technician I	

**CITY OF MORENO VALLEY
PERSONNEL RULES & REGULATIONS**

REVISED ~~February 2020~~ October 2022

Please complete this form and return it to the Human Resources Department. If you have any questions regarding the Personnel Rules and Regulations, please contact the Human Resources Department at (951) 413-3045.

On _____, I received a copy of the City of Moreno Valley's Personnel Rules and Regulations, as amended on July 1, 2019. I understand that I am responsible for reading, understanding, and complying with the rules and regulations, as well as the policy and standards of conduct referenced and contained in this document. I further understand that if I have questions regarding the policy or the issues addressed in this document, I can discuss these with my supervisor or the Human Resources Department. I understand that a copy of this acknowledgement form will be placed in my official Personnel File, located in the Human Resources Department.

Employee Name **(Please Print)** _____

Employee Signature _____

Department/Division _____

Human Resources Department Use Only

Date Returned _____

Attachment: Personnel Rules And Regs Revised Draft 10.10.2022 (5968 : APPROVAL OF SUCCESSOR MEMORANDA OF UNDERSTANDING

CITY OF MORENO VALLEY
PERSONNEL RULES AND REGULATIONS

REVISED July 2019

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CONTROLLED SUBSTANCES AND ALCOHOL USE AND TESTING POLICY; AND
PROCEDURE PURSUANT TO THE DEPARTMENT OF TRANSPORTATION
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**CITY OF MORENO VALLEY PERSONNEL RULES AND REGULATIONS
REVISED July 2019**

SECTION 1: GENERAL PROVISIONS

1.05. AUTHORITY

The City Council of the City of Moreno Valley is authorized and directed under the Municipal Code and the provisions of Section 1.40 of these Rules to adopt rules for the administration of the City's personnel system.

1.10 OBJECTIVES

The objectives of these Personnel Rules are to facilitate efficient and effective services to meet public needs as well as provide for an equitable system of personnel management in municipal government.

These Rules shall set forth in detail procedures which insure fair and equitable treatment for those who compete for original employment and promotion within City employment and define many of the obligations, rights, privileges and prohibitions which are placed upon all employees in the competitive service of the City.

1.15 INTERPRETATION

Within the limits of administrative feasibility, the City Manager shall be responsible for the interpretation of these Rules in cases where the proper application of a rule or any portion thereof is not clearly ascertainable. When such interpretation is required, the result shall be in harmony with the objectives set forth above.

1.20 DEFINITION OF TERMS

All words and terms used in these Rules and in any ordinance or any resolution dealing with Personnel Rules and Regulations shall be defined as they are normally and generally defined in the field of personnel administration. For the purpose of convenience, the following words and terms most commonly used are defined.

Appointing Authority: The City Manager or designee who, in his or her individual capacity, has the final authority to appoint a person to a position of employment.

Anniversary Date: The date when the employee last completed probation. If an at-will employee, the date the employee was hired to the most recent position.

Except as specifically provided in these Rules, any non-probationary employee who takes an authorized leave of absence without pay shall have his or her anniversary date extended the same amount of time as his or her period of leave.

Appointment: The designation of a person to fill a position of employment.

At-Will Employee: A probationary employee, or contract employee, who does not hold career status.

Career Employee: A permanent employee hired for an indefinite term into a budgeted position, who is regularly scheduled to work no less than one thousand (1,000) hours per year, has successfully completed his or her probationary period, and has been retained as provided in these Rules.

City: The City of Moreno Valley.

City Manager: The City's Chief Executive Officer.

Classification: A certain group of job positions with the same title, salary range, and benefit package.

Classification Manual: A document containing the class specifications for all City positions as approved by the City Manager or designated official.

Classification Plan: A listing of the duties and responsibilities of all City positions, as determined by the City Manager and adopted by the City Council.

Classification Roster: A listing of all City positions including the title and benefit category contained in the annual fiscal year budget, as determined by the City Manager and adopted by City Council.

Compensatory Time: Time accrued or taken off from work with pay, in lieu of paid overtime compensation.

Competitive Service: The merit system whereby City employees are hired and promoted through a competitive process based upon objective standards of merit to assure fair consideration in all aspects of employment/promotion.

Contractual Employee: An employee hired and paid pursuant to the terms and conditions of a specified written contract between such an employee and the City.

Days: Calendar days unless otherwise stated.

Demotion: The voluntary or involuntary transfer of an employee from one classification to another classification with a lower salary or to a lower step in a classification or hierarchy of positions.

Department Director: One who functions directly under the authority of the City Manager, has direct responsibility for a particular department, and manages its staff, policies and budget.

Dependent: A covered person who relies on another person for support; or obtains health coverage through a spouse, domestic partner, parent, grandparent, or legal guardian. For the purpose of insurance eligibility, an eligible dependent is defined as: spouse, registered domestic partner, child, economically dependent child, and adult children up to age 26.

Disciplinary Action: The discharge, demotion, reduction of pay, suspension, placing on probation, or the issuance of a last chance employment agreement, written reprimand, or formal warning, or any other action for punitive, corrective, or disciplinary reasons.

Disciplinary Suspension: A disciplinary action that temporarily separates an employee from City service without pay.

Dismissal: The discharge of an employee by the City from City employment.

Division Manager: Division Heads and those who qualify for executive exemption under FLSA and for a certain benefits package.

Domestic Partner: As defined by state law and registered accordingly.

Eligibility List: A list of all persons eligible for appointment to a particular classification after final testing/interviews as determined by the Human Resources ~~Director~~Manager.

Emergency Appointment: An appointment made to meet immediate requirements of an emergency condition, such as fire, flood or earthquake, which threatens life or property, where such employment is not anticipated to endure beyond the duration of such an emergency period.

Employee: An elected or appointed person occupying a position in the City employment, including City Councilmembers, providing personal services to the City or its residents. This excludes independent and outside contractors, commissioners, members of advisory boards, and volunteers.

Employee Assistance Program (EAP): A health and wellness benefit which allows an employee or a member of his or her family to receive personal counseling at City expense, subject to certain limits and available funds.

Employee Relations Officer: The City Manager-designated officer who administers the City's employee relations as defined in Employee Relations Resolution #92-110. The designated Employee Relations Officer functions under the authority of the City Manager.

Executive Management: Department Directors and those who qualify for executive exemption under FLSA and for a certain benefits package.

Fair Labor Standards Act (FLSA): The Federal Law, which guarantees employees certain minimum wages and time and one-half overtime standards.

Fiscal Year: A twelve-month period from July 1 to June 30 in which the City plans, budgets, appropriates, and expends its funds.

Flexible Work Schedule: A City Manager-approved variation from the standard daily work hour schedule of 8:00 a.m. to 5:00 p.m.

Full-time Employee: An employee who is regularly scheduled and expected to work forty (40) hours or more during a workweek.

Furlough: A Management-dictated, mandatory, reduced working period implemented to save City funds during difficult economic times.

General Non-Exempt Employee: An employee who is not exempt from the pay and overtime provisions of FLSA and who qualifies for a certain benefits package.

Human Resources Officer: The City Manager-designated Officer, known as the Human Resources ~~Director~~Manager, who administers the City's personnel system. The designated Human Resources Officer functions under the authority of the City Manager.

In-House Competitive Examination: A type of examination open only to City employees meeting the minimum qualifications for a particular classification.

Immediate Family Member: Mother, father, spouse, domestic partner, natural/step children, children of domestic partner, mother-in-law, father-in-law, brother, or sister, grandparent and grandchild. Stepparents may be included depending on the current situation.

Insubordination: This occurs when an employee refuses a lawful order from a supervisor. Three elements should exist: (a) the employee understood the instructions and consequences of failing to follow the order; (b)

the order was in line with the employee's duties; and (c) there was no safety reason for the employee to refuse the order.

Interim Employee: An employee who is appointed to a career classification on an acting or temporary basis pending completion of the recruitment process, issuance of an eligibility list, and filling the classification.

Last Chance Employment Agreement: Is an agreement between the City, an affected employee and a bargaining unit representative. This written employment agreement gives the employee who has committed serious misconduct one last chance to keep the employee's job. The agreement provides details about the employment misconduct, sets forth the City's expectations for continued job performance, and defines the employment consequences for failure to meet those expectations – usually termination of employment, with a condition that the employee waive any future rights of appeal of the termination.

Lead Worker: A working daily supervisor who typically schedules, assigns, trains, monitors, and evaluates the work of a crew or group of employees. Additionally, a lead worker performs the more difficult and responsible tasks assigned to classifications within that classification series.

Leave of Absence Without Pay: A period of time during which an employee may take time off without receiving compensation or benefits, unless otherwise stated in these Rules.

Limited Term: An employee hired for a definite term based on the funding available and/or workload requirements.

Merit Salary Increases: The increase of an employee's salary within the salary range established for the classification the employee occupies, resulting from satisfactory job performance, which is based on performance or merit, not solely on longevity.

Misconduct: Any act or unsatisfactory job performance which may be subject to disciplinary action.

Modified Work Schedule: Any work pattern schedule other than a usual 8:00 a.m. to 5:00 p.m. schedule, as approved by the City Manager.

Open Competitive Examination: A type of examination open to applicants meeting the minimum qualifications for a particular position.

Overtime: The time which an employee is required or permitted to work beyond the number of hours prescribed for a full-time employee in that classification. Overtime compensation, taken as paid time or as compensatory time, shall be authorized as provided in Section 6.05.

Part-time Employees: The City has three (3) types of part-time employees; career part-time, seasonal or temporary and crossing guards.

- A. Career Part-Time Employee: An employee who works a minimum of twenty (20) scheduled hours per week on a permanent basis.
- B. Temporary or Seasonal Employee: An employee, other than a contract employee, who is scheduled to work no more than 1,000 hours in a fiscal year, no more than twelve continuous months, or one for whom there is no Council-authorized position and no employee benefits.
- C. Crossing Guard: An employee hired as a regular or an alternate crossing guard. A regular crossing guard shall have a usual post near a school site. An alternate or substitute guard shall relieve any regular crossing guard in the case of absence.

Performance Assessment Review (PAR): This is the performance evaluation tool for the City's career employees, wherein performance is discussed at six (6) months and at the completion of probation twelve (12) months, and annually thereafter on the employee's anniversary date.

Permanent Disability: A medical disability which will indefinitely prevent the employee from performing his/her essential job duties without creating unreasonable endangerment to health and safety or inefficiency of the employee or others.

Personnel Ordinance: Chapter 2.30 of the City's Municipal Code, authorizing the establishment of a personnel system for the City.

Position: A specific job assigned to a job classification.

Probationary Employee: An employee who is serving his or her probationary period.

Probationary Period: A working test period which is part of the selection process, during which an employee is required to demonstrate his or her fitness for the position to which assigned.

Professional/Administrative/Management Employee: An employee who qualifies for the executive (Professional/Administrative/Management) exemption under FLSA and for a certain benefits package.

Promotion: The advancement of an employee from one classification to another classification having a higher salary range.

Reclassification: The reassignment from one classification description, or status to a different classification description, or status in accordance with a re-evaluation of the minimum qualifications, duties, and responsibilities of the position in question. Simple title changes are not reclassifications.

Reduction in Force (RIF): A layoff in the work force.

Resignation: The voluntary separation by an employee from City employment.

Rules: These Personnel Rules, as they may be amended periodically.

Salary Schedule: The listing of the salary ranges and steps for all defined City classifications.

Salary Range: The range of pay an employee can earn while employed in a particular classification.

Seniority: The length of an employee's continuous service in a City career position.

Staffing Plan: The classification titles, salaries and number of allocated positions in a department or division for a designated fiscal year, as determined by the City Manager and adopted by City Council in the annual budget document.

Standards of Conduct: Those rules which are intended to govern the actions of City employees during their course of employment with the City with respect to the employee's job performance.

Supervisor: Performs full scope of supervisory duties including hiring, training, planning, scheduling, disciplining, and evaluating the work of several crews and/or work units of staff.

Temporary Employee: (See *Part-time Employees*)

Termination: The separation of an employee from City service because of retirement, resignation, permanent disability, death or dismissal.

Transfer: The change of an employee from one department or division to another department or division without changing the employee's salary and usually within the same classification.

Workweek: A regularly recurring period of seven (7) consecutive twenty-four (24) hour days beginning at 12:01 a.m. on Saturday and concluding at 12:00 p.m. the following Friday.

Y-Rate of Pay: The Y-rate of pay shall exist when an employee's salary is frozen at the then current level until such time as the commencing salary at the Y-rate, taken together with subsequent general salary increases, equals or exceeds the employee's salary at the Y-rate. This may occur in situations where an employee is reclassified, voluntarily demoted, or as otherwise stated in these Rules. Typically, benefits will not be Y-rated.

1.25 ADMINISTRATION OF THE PERSONNEL SYSTEM

The City Manager shall administer the City personnel system and may delegate any of the powers and duties related thereto to any other officer or employee of the City or may recommend that such powers and duties be performed under contract as provided in Section 1.30 of these Rules. The City Manager shall:

- A. Act as the appointing authority for all City employees except those officers and employees directly appointed by the City Council.
- B. Administer all of the provisions of these Personnel Rules except as specifically reserved to the City Council.
- C. Prepare and recommend to the City Council any appropriate Personnel Rules and revisions to such Rules.
- D. Prepare or cause to be prepared, and revise as appropriate, a position classification schedule, including class specifications.
- E. Have the authority to discipline City employees in accordance with these Personnel Rules.
- F. Provide for the publishing or posting of notices of examinations for positions in the competitive service; the flexibility to waive certain job stated qualifications for good cause when it is in the best interests of the City; the receiving of applications therefore; the conducting and grading of examinations; the establishment of a list of all persons eligible for appointment to the appropriate position in the competitive service; and the performance of any other duty which may be desirable or required for the effective implementation of these Rules.
- G. Appoint employees on a temporary or seasonal basis without competitive examination.
- H. Determine standardized daily work hours and schedules and approve variations to the standard schedule.

1.30 CONTRACTS FOR SPECIAL SERVICES

The City Manager may contract for the performance of technical services in connection with the establishment or operation of the personnel system. In addition, the City Manager may determine the circumstances under which it is in the best interests of the City to contract for such services, and to enter into contracts for such

services with City Council approval. The contract may be with any qualified person or public or private agency for the performance of any or all of the following:

- A. The preparation of Personnel Rules and subsequent revisions and amendments.
- B. The preparation of a position classification plan, and subsequent revisions and amendments.
- C. The preparation, conduct, and grading of qualifying tests.
- D. The conduct of employee training programs.
- E. Special and technical services of advisory or informational character on matters relating to personnel administration.
- F. Professional services.

1.35 APPLICATION AND EXCEPTIONS

- A. These Rules shall apply to all offices, positions, and employments in the service of the City, as defined in Section 1.20 of these Rules, with the exception of the following:
 - 1. Members of the City Council and other elected officials.
 - 2. Members of commissions and advisory bodies appointed by the City Council or City Manager.
 - 3. Direct appointees of the City Council, including the City Manager, City Clerk, Chief Financial Officer, City Attorney, and any assistant or deputies to the City Attorney. An employee who also holds the position of Chief Financial Officer shall not be excluded from the Rules, unless he or she has entered into an employment agreement pursuant to subsection "F" herein.
 - 4. Volunteer personnel, such as volunteer fire protection personnel, and others who provide services to the City without receiving compensation (although such persons may receive reimbursement for actual expenses incurred in the service of the City).
 - 5. Outside and independent contractors, engaged to provide expert, professional, technical, or other services.
 - 6. Employees who have entered into an employment agreement with the City, unless otherwise specified in an employment agreement.
- B. These Rules, with the exception of Sections 8-12 inclusive, shall apply to the following employees, who serve at the pleasure of their respective appointing authorities and are considered "at will" employees:
 - 1. Emergency employees, such as those hired to meet immediate needs of an emergency condition (i.e., fire, flood or earthquake) which threatens life or property.
 - 2. Employees who are considered temporary or seasonal.
 - 3. Other non-career employees who are not specifically mentioned in Section 1.35 of these Personnel Rules.
 - 4. Alternate Crossing Guards.

5. Volunteers and Interns.

- C. The crossing guard manual contains specific personnel policies for crossing guards. It is an extension of these rules. Violations of those written policies are also considered violations of these rules as well.

1.40 ADOPTION AND AMENDMENT OF RULES

Pursuant to the Personnel Ordinance, the City Council may adopt Personnel Rules to provide for the implementation of a personnel system for City employees. Recognized employee organization-proposed amendments to these Rules shall be submitted to that organization for review and recommendation prior to submittal to the City Council. Advance notice and an opportunity to meet and confer shall be given to recognized employee organizations concerning any amendments which affect matters subject to meet and confer such as, wages, hours, and other terms and conditions of employment. Upon request, the Human Resources ~~Director~~Manager shall provide the opportunity for review and comment and consult with any recognized employee organization so requesting prior to consideration by the City Council.

As provided in Section 3500 et seq. of the California Government Code, in cases of emergency, when the City Council determines that amendment(s) to these Rules must be adopted immediately without prior notice or meeting with a recognized employee organization, the City shall provide such notice and opportunity to meet at the earliest practical time following the adoption of the amendment(s). Amendments shall become effective upon adoption by the City Council or at such other time as the adopting resolution may provide.

With the written approval of the City Manager, Department Directors may promulgate rules not in conflict with these Rules for the effective and efficient operation of their departments.

1.45 VALIDITY OF RULES (SEVERABILITY)

If any section, subsection, sentence, clause, phrase or portion of these rules is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of these rules. The City Council of Moreno Valley hereby declare that it would have adopted these rules and each section, subsection, sentence, clause, phrase, or portion thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions may be declared invalid or unconstitutional.

1.50 VIOLATION OF RULES

Violation of these Rules may be grounds for disciplinary action, subject to the applicable appeals procedure provided herein.

1.55 CONFLICTS OF INTEREST AND ACCEPTANCE OF GIFTS AND OTHER GRATUITIES

City employees should serve the needs and respond to the wishes of all citizens equally without regard to their personal gain. City employees should perform their duties in an impartial manner, free from bias caused by their own financial interests or the financial interests of other persons. Therefore, it is the policy of the City of Moreno Valley that all City employees shall avoid situations which might be interpreted as involving or creating a conflict of interest between the employee's duties and responsibilities as a public employee, and the employee's personal and private interest.

Employees should not take part in the consideration of any application, proceeding or other matter involving their own personal property, real estate, investment or other interest, or that of any relative or close personal

acquaintance. In all such situations, the employee should disclose the nature of the relationship to his or her immediate supervisor and request to be relieved of any responsibility or involvement in such matter.

The acceptance of gifts, favors, or any form of compensation or gratuity may be viewed as influencing or compromising or attempting to influence or compromise the judgment of an employee. To prevent such a conflict, employees shall discourage any offer of a gift, favor or any form of compensation or gratuity. Gifts that can and will be shared with office staff, such as boxes of candy, flowers, and food, may be viewed as exceptions. Being hosted by a City contractor or potential City contractor is not a conflict of interest, provided that all financial disclosure laws and regulations are complied with.

Employees who receive or are offered an unanticipated gift, favor or gratuity, should consult their Department Director to determine an appropriate response to the donor.

City employees shall not solicit or accept donations for City sponsored events unless waived for specific events by express written authorization of the City Manager.

1.60 INCOMPATIBLE EMPLOYEE ACTIVITIES

During an employee's work-day, the employee is expected to devote his or her full time, attention and efforts to the performance of his or her assigned duties as a City employee. At no time shall any outside employment or activity be conducted on City time. No employee shall engage in any employment, outside activity, or enterprise which is inconsistent, incompatible, in conflict with, or interferes with his or her ability to perform the duties, functions, or responsibilities of his or her position as a City employee, nor shall he or she engage in any outside activity which may directly or indirectly contribute to the lessening of his or her effectiveness as a City employee. Employees who undertake outside employment shall notify their immediate supervisors in writing of the nature, duties, and hours of that employment before undertaking such employment, including military service in the Reserves or Guard.

No employee shall engage in any type of activity relating to an employee organization during such time an employee is on duty, except as expressly permitted by the City Manager, Federal or State law, Memorandum of Understanding, or City Council directive.

1.65 POLITICAL ACTIVITIES

No restrictions shall be placed on the political activities of any employee of the City of Moreno Valley other than the following.

- A. No person who holds, or who is seeking election or appointment to, any office or employment with the City shall, directly or indirectly, use, promise, threaten or attempt to use, any office, authority or influence, whether then possessed or merely anticipated, to confer upon or secure for any individual person, or to aid or obstruct any individual person in securing, or to prevent any individual person from securing, any position, nomination, confirmation, promotion, or change in compensation or position within the City, upon consideration or condition that the vote or political influence or action of such a person or another shall be given or used on behalf of, or withheld from, any candidate, officer, or party, or upon any other corrupt condition or consideration (Government Code 3204).
- B. No employee shall directly or indirectly solicit political funds or contributions from other employees of the City. Employees, however, are not prohibited from requesting political funds or contributions to a significant segment of the public which may include officers or employees of the City (Government Code 3205).

- C. No one who holds, or who is seeking election or appointment to, any office shall, directly or indirectly, offer or arrange for any increase in compensation or salary for an employee of a state or local agency in exchange for, or a promise of, a contribution or loan to any committee controlled, directly or indirectly, by the person who holds, or is seeking election or appointment to office. (Government Code 3205.5)
- D. No employee shall participate in any political activities while in uniform (Government Code 3206)
- E. No employee shall engage in political activity during working hours or on City premises (Government Code 3207).
- F. No employee shall engage, during his or her working hours, in the solicitation or receipt of political funds or contributions to promote the passage or defeat of any ballot measure which would affect the rate of pay, hours of work, retirement, civil service, or other working conditions of the employees of the City; nor shall entry be permitted on City premises during working hours for such purposes (Government Code 3209).

1.70 SAFETY AND HEALTH

Each employee shall comply with all applicable safety laws, rules, and regulations. All employees shall follow safety practices, use personal protective equipment as required, render every possible aid to safe operations, and report to proper authority all unsafe conditions or practices.

- A. Management may request a fitness-for-duty examination and repeat examinations as necessary to safeguard the employee and co-workers when there is a concern about an employee's ability to perform his or her job, based on the observations of a supervisor, manager, or physician. Specific reasons for the fitness-for-duty request must be stated.

1.75 DRUG AND ALCOHOL-FREE WORKPLACE

Because drug and alcohol use can detrimentally affect job performance and employee safety, the City is committed to achieving and maintaining a drug and alcohol free workplace. While the City has no intention of intruding into the private lives of its employees, it will be firm in identifying and disciplining those employees whose impaired mental or physical condition, as a result of drug or alcohol use, may endanger the health or safety of fellow employees and the public at large, or interfere with the operations of the City. This policy applies to all City employees (including part-time, temporary and hourly employees) and to all applicants for positions with the City.

While on paid duty time, the employee shall not be under the influence of any substances, drugs, medications, legal or illegal which could impair an employee's ability to effectively and safely perform the functions of the job. The use of prescription drugs which would not alter an employee's work performance is acceptable if prescribed by a qualified physician.

The City is committed to providing reasonable accommodation to those employees whose drug or alcohol problem classifies them as disabled under federal and/or state law.

The unlawful manufacture, distribution, dispensing, possession, or use of any illegal drug or "controlled substance" is prohibited on the job, in the City's workplace, or while subject to duty (i.e., stand-by).

For the purposes of this Section, the following shall be defined as:

- A. "Controlled Substance" denotes any substance which could potentially impair the employee's ability to effectively and safely perform the functions of his or her duties, including, but not limited to: alcohol, coca leaves, cocaine, marijuana, opium and opiates, amphetamines, methamphetamines, lysergic acid (L.S.D.), etc. As outlined below, certain prescription drugs and medications shall also be classified as controlled substances.
- B. "Conviction" is a finding of guilt (including a plea of no contest), an imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.
- C. "Criminal Drug Statute" is a criminal statute involving the manufacture, distribution, dispensation, use, or possession of any illegal drug or controlled substance.

Please refer to the City of Moreno Valley's Personnel Rules & Regulations, Appendix A-D, for a detailed description of the City's Drug and Alcohol-Free Workplace Policy.

1.80 EQUAL EMPLOYMENT POLICY

It is the policy of the City of Moreno Valley to offer equal opportunity in all matters of employment. Employment with the City is based solely upon the qualifications of the individual applicant, regardless of race, religion, color, creed, national origin, ancestry, marital status, sex, age, medical condition, pregnancy, sexual orientation, including gender identity, political affiliation, or a mental or physical disability, unless sex, mental, or physical ability is a bona fide occupational qualification.

All employees are to be treated with respect and dignity. The City of Moreno Valley prohibits any harassment of employees in the workplace. Activities and occurrences which may constitute harassment, whether written or oral, include, but are not limited to disparaging comments on the basis of one's religion, age, sex, marital status, race, color, national origin, ancestry, medical condition, pregnancy, sexual orientation, including gender identity, political affiliation, or mental or physical disability. Such harassment activities, which may have the purpose or effect of interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment, are prohibited and should be reported immediately to the Human Resources ~~Director~~Manager.

The City shall not unlawfully discriminate against a qualified individual with a disability in job applications, hiring, advancement, compensation, training, discharge, and other terms, conditions, or privileges of employment. A disabled person is one who has mental or physical impairment that limits at least one major life activity, who has a record of impairment, or who is regarded as having impairment. A qualified individual with a disability is a person, who, with or without reasonable accommodation, can perform the essential functions of the job in question.

Violation of this policy will result in appropriate disciplinary action pursuant to Section 8 of these Rules.

1.85 DISCRIMINATION, HARASSMENT & ANTI-BULLYING POLICY

The City of Moreno Valley is committed to providing a work environment that is free of discrimination. In keeping with this commitment, the City maintains a strict policy prohibiting any form of harassment, including sexual harassment, of all employees. Furthermore, the City prohibits harassment in any form, including verbal, physical, visual, or sexual harassment or retaliation against an employee for filing a harassment and/or discrimination complaint.

POLICY COVERAGE

Harassment of an employee by a coworker, supervisor, management employee, or other agent of the City, or a customer, on the basis of race, religion, color, creed, national origin, ancestry, marital status, sex, age, medical condition, pregnancy, sexual orientation, including gender identity, political affiliation, or a mental or physical disability will not be tolerated. Such harassment activities, which may have the purpose or effect of interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment, are prohibited and should be reported immediately to the Human Resources ~~Manager~~. Harassment includes, but is not limited to:

- A. Verbal Harassment-For example, epithets, derogatory comments or slurs on the basis of race, religion, color, national origin, ancestry, physical or mental disability, -medical condition, pregnancy, marital status, sex, sexual orientation, •including gender identity, age, or denial of family and medical care leave and denial of pregnancy disability leave.
- B. Physical Harassment-For example, assault, impeding or blocking movement, or any physical interference with normal work or movement when directed at an individual on the basis of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, pregnancy, marital status, sex, sexual orientation, including gender identity or age.
- C. Visual Forms of Harassment-For example, derogatory posters, notices, bulletins, cartoons, or drawings on the basis of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, pregnancy, marital status, sex, sexual orientation, including gender identity or age.
- D. Sexual Harassment-Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature which is conditioned upon an employee benefit, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile or an offensive work environment.

The City shall ensure that each employee has a copy of the City's anti-harassment policy which will include information on its internal complaint procedure.

COMPLAINT PROCEDURE

Any employee who believes he or she has been harassed by a coworker, a supervisor, a management employee, any other agent of the City, or customer should promptly report the facts of the incident or incidents and names of persons involved to his or her supervisor and/or the division manager/department head, and/or the Human Resources ~~Director~~Manager. If the offending party is a department head or higher, the complaint should be addressed to the offending party's supervisor. Any supervisor, division manager, or department head is obligated to immediately report any complaints and/or incidents of harassment to the Human Resources ~~Director~~Manager. Failure to make such a report when required by this Section may provide grounds for disciplinary action.

Upon receiving notification of a harassment complaint, the Human Resources ~~Manager~~ shall:

- A. Authorize and supervise the investigation of the complaint and/or investigate the complaint. The investigation will include interviews with:

 - a The complainant
 - b The accused harasser; and
 - c Any other persons the Human Resources ~~Director~~Manager has reason to believe have relevant knowledge concerning the complaint. This may include victims of similar conduct.

Any other persons the Human Resources Director/Manager has reason to believe have relevant knowledge concerning the complaint. This may include victims of similar conduct.

- B. Review the factual information gathered through the investigation to determine whether the alleged conduct constitutes harassment giving consideration to all factual information, the totality of the circumstances, including the nature of the verbal, physical, visual, or sexual conduct, and the context in which the alleged incidents occurred.
- C. Report the results of the investigation, and the determination as to whether harassment occurred, to appropriate persons, including the complainant, the alleged harasser, the supervisor, the department head, and the City Manager. If discipline is imposed, the discipline will not be communicated to the complainant.
- D. If the harassment occurred, take and/or recommend to the appointing authority prompt and effective remedial action against the harasser. The action will be commensurate with the severity of the offense.
- E. Take reasonable steps to protect the complainant from further harassment.
- F. Take reasonable steps to protect the complainant from retaliation as a result of communicating the complaint.
- G. If appropriate, take action to remedy the victim's loss, if any, which resulted from the harassment. If the employee is not satisfied with the action taken, the employee shall have the right to file a formal grievance in accordance with Section 12.55. If the allegation of harassment implicates any person rendering a decision at any Step in the Grievance Procedure, the employee may omit that particular Step and proceed to the next Step in the Grievance Procedure.

POLICY AGAINST RETALIATION

No employee will be subjected to any form of retaliation for reporting an incident of harassment or participating in any investigation by the City or its representatives into allegations of harassment. Additionally, all employees have a duty to cooperate in connection with any investigation being conducted.

ANTI-BULLYING

In addition to prohibiting all forms of discrimination and harassment, the City also prohibits any form of "intimidation or bullying" in the workplace or elsewhere, such as at offsite events or work places.

POLICY COVERAGE

Every employee and other individuals, such as temporary workers, consultants, independent contractors and visitors, have the right to be treated with respect. Bullying is the use of aggression with the intention of harming another individual. It can include any intentional written, visual, verbal, or physical act, when the act physically harms the individual or damages his or her property; has the effect of interfering with an employee's ability to work; is severe or pervasive; and creates an intimidating or threatening environment.

Bullying comes in many shapes and sizes and can take many forms including, but not limited to, excluding, tormenting, taunting, abusive comments, using threatening gestures, pushing, shoving, punching, or unwanted physical contact, or any use of violence; graffiti; name-calling, sarcasm, spreading rumors, teasing. Such conduct can also occur via use of electronic or telephonic communications such as the internet, email and chatroom misuse, mobile threats by text messaging or calls, or misuse of cameras and video equipment.

COMPLAINT PROCEDURE

The City will not tolerate bullying in any form. Any individual who believes that he or she is or has been subjected to any form of bullying should immediately report this to his or her supervisor, department head, or the Human Resources Department. In addition, any person who believes they have witnessed bullying and any person who has received a report of such conduct, whether the perpetrator is an employee or a non-employee, shall immediately report the conduct to their supervisor or other appropriate person in the chain of command. Any employee who is reported to be a perpetrator will be provided due process before any disciplinary action is taken. Individuals who violate this bullying policy are subject to disciplinary action, up to and including termination.

POLICY AGAINST RETALIATION

No employee will be subjected to any form of retaliation for reporting an incident of bullying or participating in any investigation by the City or its representatives into allegations of bullying. Additionally, all employees have a duty to cooperate in connection with any investigation being conducted.

DISSEMINATION OF POLICY

All employees, shall receive a copy of this Discrimination, Harassment and Anti-Bullying Policy when they are hired and regularly thereafter. -All supervisors hired after January 1, 2005, shall receive harassment training within six (6) months of hire. All supervisors shall receive interactive anti harassment training at least every two years.

1.90 WORKPLACE VIOLENCE POLICY

This organization does not tolerate workplace violence. We define workplace violence as actions or words that endanger or harm another employee or result in other employees having a reasonable belief that they are in danger. Such actions include:

- Verbal or physical threats, or intimidation
- Assaults or other violence; and
- Any other behavior that causes others to feel unsafe (e.g., bullying, sexual harassment).

City policy requires an immediate response to all reports of violence. All threatening incidents will be investigated and documented. Counseling may be provided.

The following disciplinary actions may also be taken:

- Oral reprimand
- Written reprimand; Suspension; or
- Termination.

Employees are expected to behave in a professional manner. It is the responsibility of all employees to report all threatening behavior to management immediately. The goal of this policy is to promote the safety and well-being of all people in our workplace.

1.95 SMOKING POLICY

In compliance with all CALOSHA regulations, smoking is prohibited in all City facilities and in all City vehicles and rolling stock. Consistent with CAL OSHA regulations no one may smoke less than 20 feet from doorways.

SECTION 2: CLASSIFICATION AND SALARY PLAN

2.05 PREPARATION, ADOPTION AND AMENDMENT OF CLASSIFICATION PLAN

The City Manager shall determine the duties and responsibilities of all City positions for inclusion in the Classification Plan. The Classification Plan shall be so developed and maintained to ensure that all positions which are substantially similar with respect to duties, responsibilities, authority and character of work, are included within the same classification, and the same schedules of compensation shall apply to all positions in the same classification. Classification specifications are explanatory, but not restrictive. The listing of particular tasks shall not preclude the assignment of other related kinds of tasks or related jobs requiring lesser skills. The Classification Plan may be amended or revised, as required, in the same manner as originally established and described herein and is subject to adoption by the City Council.

2.10 ALLOCATED POSITIONS

The City Manager shall approve the appointment of employees to positions in the Classification Plan.

Only allocated positions which have been approved by City Council may be filled, provided that the following positions can be approved by the City Manager without prior City Council approval: 1) temporary; and 2) emergency.

2.15 NEW POSITIONS

When a new position is created, no person shall be appointed or employed to fill the position prior to the position's assignment to a classification, unless otherwise provided by these Rules. The City Manager shall amend the Classification Plan to establish and assign an appropriate classification for the new positions approved by the City Council.

2.20 CLASSIFICATION MANUAL

This manual shall contain a job description, as well as knowledge, skills, abilities, education, experience, sample duties, and other minimum qualifications for all classifications listed in the Classification Plan. This manual is developed by staff and approved by the City Manager.

2.25 PREPARATION OF SALARY SCHEDULE

The City Manager shall prepare a salary schedule that establishes the salary ranges and steps for all City classifications. The Salary Schedule shall be amended or revised, as required.

2.30 APPROPRIATE SALARY LEVEL

Employees occupying a City position shall be paid a salary range and step established for that position's classification under the adopted Classification and Salary Schedule.

2.35 BENEFIT PLAN:

The City Council shall, at its discretion, adopt a Benefit Plan that establishes the benefits for all City employees. This Benefit Plan is described in the Employee Benefits Section of the City's Compensation and Leave Policies.

SECTION 3: TYPES OF APPOINTMENTS

3.05 TYPES OF APPOINTMENTS

Except for temporary vacancies, all vacancies shall be filled by transfer, promotion, demotion, or from candidates on an appropriate eligibility list, if one is available. In the absence of eligible candidates in one of the above categories, temporary appointments may be made in accordance with these Rules.

3.10 EMERGENCY APPOINTMENTS

To meet immediate requirements of an emergency condition which threatens life or property, the City Manager may create positions and employ such persons as temporary employees as may be needed for the duration of the emergency. If not determined otherwise by an applicable provision or by an Emergency Operations Plan approved by the City Council, the method of hiring for emergency appointments shall be subject to the discretion of the City Manager. All such appointments shall be reported to the City Council as soon as possible and shall be compensated at an appropriate hourly rate as approved by the Human Resources ~~Director~~Manager.

3.20 ACTING PAY

When an employee is assigned to perform the significant duties and responsibilities of a higher-level position on a full-time basis for more than thirty (30) calendar days, a temporary salary adjustment shall be made to reflect the increase in responsibility until the employee ceases to perform such out-of-class work. All acting assignments must be pre-approved by appropriate management staff, the Human Resources ~~Director~~Manager and the City Manager in advance unless there is an emergency situation.

An employee who is approved to be working at a higher level in an acting capacity shall be compensated at the rate in the new salary range, which comes nearest to, but not less than, five percent (5%) higher than the rate he or she held in the previous salary range. The higher salary rate payable shall be retroactive to the first day of the acting assignment as approved by City management.

Individuals appointed to work out-of-class must meet minimum qualifications of the higher classification and must be capable of handling major duties of the higher-level classification without any more supervision than another would in the same job.

The mere performance of certain portions of the higher position, or only performing the less demanding responsibilities until the position is filled, does not constitute working out-of-class.

If the higher classification is in a different bargaining unit than the employee's regular classification, the employee would only receive the salary change, not a change in benefits or unit.

At the end of such assignment, the employee performing the temporary assignment shall be returned to his/her original position and salary rate with any merit or salary adjustments, as appropriate. At any time during the out-of-class assignment, an employee may be removed from that appointment without right of appeal or hearing. Nothing herein shall be construed as limiting management's authority to assign City employees temporarily to different or additional work duties and responsibilities for the purpose of responding to emergencies. While working in an out-of-class assignment, an employee shall continue to accrue, and have recorded, normal step increases in the employee's regular position. Should this assignment continue for 12 months or more, without a

merit increase, the employee shall be entitled to a merit increase on the anniversary of the 12th consecutive month (based on performance), which is the lesser of a five (5) percent increase over the salary he or she received in the lower position, or the top of the salary schedule for the new position, if there is room within the range, upon approval of the City Manager. The City shall not rotate employees in and out of higher position classification assignments in order to avoid paying out-of-class compensation.

3.25 TRANSFER

An employee may transfer from his or her present position to a vacant position, in the same classification, or a comparable classification, within the same department or to another department. For purposes of this Section, a comparable classification is defined as one with the same salary range which involves the performance of similar duties that require substantially the same general qualifications. A transferred employee shall retain his or her rate of pay and his or her anniversary date for purposes of merit pay increases. No employee shall be transferred to a position for which he or she does not possess the minimum qualifications. A transfer shall not be used to effect a promotion, demotion, advancement or reduction in pay. An employee who voluntarily transfers to a lower position may be Y-rated. The employee who desires to transfer can obtain the appropriate form from the Human Resources Department. The Human Resources Department is under no obligation to notify employees of each potential transfer opportunity. Once the transfer request is received by the Human Resources Department, the Human Resources ~~Director~~ Manager shall inform the Department Director of the request. The employee may be required to compete in an open selection process.

Unless otherwise provided for in these Rules, an employee must be employed with the City for at least twelve (12) months, or until the employee has completed his or her probationary period, before applying for a transfer. An employee may be requested to defer his or her transfer until his or her current position has been filled, but typically, two-week' notice will be given to the employee's current department.

A request for transfer to a vacant position may be initiated by an employee or the employee's Department Director. The City Manager may order a transfer for the purposes of economy, efficiency, or for reasons related to the best interest of the City. Such a determination by the City Manager shall not require the consent of the employee, either Department Director, or the Human Resources ~~Director~~ Manager.

3.30 PROMOTION

When it has been determined that a vacant position will be filled by promotional appointment, the Human Resources ~~Director~~ Manager shall authorize a competitive promotional examination in order to fill the position, as stated in these Rules.

When an employee is appointed to a promotional position, that employee shall be paid at a level within the higher salary range which is the lesser of a five (5) percent increase over the salary he or she received in the lower position, or the top of the salary range for the new position. In accordance with the provisions in Section 5.15, any employee who is promoted within City service shall be required to successfully complete a probationary period in the new position. *(Refer to Section 4.75)*

3.35 DEMOTION

An employee may be demoted because his or her ability to perform the required duties of his or her position falls below standard, for disciplinary purposes, or for any other reasons as outlined in these Rules. No employee shall be demoted to a position for which he or she does not possess the minimum qualifications. The position which has been made vacant by demotion shall then become subject to the provisions of these Rules which govern appointments.

An employee shall not be required to serve a probationary period in the position to which he or she is demoted unless he or she has not completed the probationary period in the higher position. In such cases, the employee shall be required to complete his or her unfinished probationary period in the lower position. The employee shall retain the anniversary date he or she had in the higher position.

- A. Involuntary Demotion: An involuntarily demoted employee, who is placed in a position at a lower salary than the position he or she formerly occupied, shall be placed at a pay level within the lower salary range, which is closest to, but lower than, the employee's salary rate in his or her former position. A demotion which is effected for disciplinary reasons, pursuant to Section 9.35, shall be subject to the disciplinary appeals process.
- B. Voluntary Demotion: A voluntary demotion to a lower position and lower salary may be requested by an employee for any reason. Such a voluntary demotion shall require the approval of the Human Resources ~~Director~~ Manager, the employee's present Department Director, and the Department Director under whom the employee will serve, if applicable.

The voluntarily demoted employee shall be placed at a pay level within the lower salary range which is closest to, but lower than, the employee's salary rate in his or her former position. In lieu of a reduction in salary, the City Manager may approve a Y-rated salary for a voluntarily demoted employee.

3.40 RECLASSIFICATION

Existing positions, where the duties have changed materially so as to necessitate reclassification, shall be reclassified by the City Manager to a more appropriate classification, whether new or existing, with the exception of reclassification from training or internship positions. Except for training or internship positions that are reclassified, the selection of a candidate to fill a reclassified position must be made competitively, unless the incumbent from the reclassified position has been performing the duties for more than one year or unless specifically waived by the City Manager. Such determination must be approved by the City Manager. Regardless of the circumstances, the City Manager may require a competitive examination, and no incumbent shall have a right to be appointed to a reclassified position. No person shall be appointed or employed to fill a reclassified position unless the said reclassified position has been incorporated in the Classification Roster as provided by these Rules. A simple title change is not a reclassification and requires only City Manager approval.

The employee or Department Director may submit a request for a job audit to the Human Resources ~~Director~~ Manager who shall determine if the reclassification is justified and provide a recommendation to the City Manager for approval. The City Manager has the authority to reclassify any employee whose reclassification is justified so long as the position is listed in the existing Classification Roster. If the position is not listed, the City Council must approve the reclassification. Since there is no money budgeted for that specific reclassification increase (normally 5%), the department shall fund for the City Manager-approved reclassification from its general personnel account for the balance of the current fiscal year. The department shall place and fund the reclassified position in the following year's personnel budget. Reclassifications are normally done with the adoption of the fiscal year budget but may be done at other times.

Reclassifications shall not be used for the purpose of avoiding restrictions concerning demotions, promotions, or unit modifications. The Human Resources ~~Director~~ Manager may conduct objective, noncompetitive examinations to establish qualifications for the position.

The salary of an employee in a position that is reclassified shall be determined as follows:

- A. Classification with Same Salary Range: If the position is reclassified to a classification with the same salary range as the previous classification, and if the incumbent is appointed to the reclassified position,

the salary rate and the anniversary date of the employee shall not change. The provision shall also apply to the change of classification title, provided there is no change in the basic duties of the classification.

- B. Classification with Higher Salary Range: If the position is reclassified to a classification with a higher salary range than the previous classification, and if the incumbent is appointed to the reclassified position, he or she shall be compensated a pay level within the new salary range which is the lesser of five (5) percent higher than his or her previous salary level or the top of the salary range for the new position. The incumbent's anniversary date shall not change.
- C. Classification with Lower Salary Range: If the position is reclassified to a classification with a lower salary range than the previous classification, and if the incumbent is appointed to the reclassified position, the City Manager may approve a Y-rate salary for the employee if the employee's old salary is above the top of the salary range for the new position. Otherwise, the employee's new salary shall be placed at a pay level which yields a salary closest to, but not less than, the current salary. The incumbent's anniversary date shall not change. Normally, benefits will not be Y-rated, unless specifically approved by the City Manager.

The effective date of reclassification shall coincide with the first working day of a pay period after the reclassification is approved by the City Manager. Any completely new classification, one not listed in the Classification Roster, must be adopted by the City Council before it is approved.

3.45 LAYOFFS/REDUCTION-IN-FORCE/RECALL

The City Manager may lay off permanent and probationary workers at any time for lack of work, budgetary reasons, technological changes, or other City actions that necessitate a reduction in the work force. At least four weeks' notice shall be given to any employee who is to be laid off. At the City Manager's discretion, a demotion or transfer to another department or classification may be made to prevent a layoff provided the employee is qualified by education and/or experience and is capable of performing the duties of the classification. The Department Directors, in consultation with the Human Resources ~~Director~~Manager, and as approved by the City Manager, will affect the layoffs.

Reduction in Force

When it becomes necessary to reduce the work force in the City, the City Manager shall designate the job classification, division, department, or other organizational unit in order to effect a reduction in the work force. Contract, temporary, seasonal, or initial probationary employees in the same job classification as ones proposed to be reduced within the City shall be laid off first. Probationary promotional employees who are laid off shall be returned to their former classification. Employees who accept lower positions or transfers in lieu of lay-off shall be placed at a pay level within the salary range of the new position, which yields a salary closest to current salary.

Order of Layoff

Effective July 1, 2011, the order of layoff of career employees shall be made in accordance with a system which favors retention of employees with the most seniority, based upon evaluation of the following factors in the listed order of implementation:

1. in the City
2. in the Classification
3. in the Department

For employees who are equal in performance and seniority, as established in 1 through 3 above, preference will be given to those with higher overall performance reviews during the past twelve months, then free of disciplinary action during the past twelve months and then proof of honorable military discharge.

Seniority:

Seniority is determined from the day of official appointment to a City department as a career employee, provided that any career employee, who, as a result of promotion, transfer, or voluntary demotion, is appointed to a career position in another department, shall for purposes of layoff, carry seniority previously acquired over to the new department.

Seniority shall continue to accrue during periods of Annual Leave, layoff not exceeding three (3) years, any authorized leave of absence of less than three (3) months, or any call to military service for the duration of the call to duty. Seniority shall not accrue during any other break in continuous service.

Other Policies:

The City may call back as a temporary employee, within the first year after layoff, any laid off employee who is on the recall list when the employee is qualified to fill a vacancy of a full-time position.

Any employee who receives an involuntary transfer shall have the option to be reinstated to a vacated position in the classification said employee was involuntarily transferred from for up to six (6) months from the effective date of the involuntary transfer in the event of layoff.

An employee who chooses to terminate and have his/her name placed on the Reinstatement List under this section shall notify the department in writing of his/her decision at least three (3) working days prior to the effective date of reassignment. Such termination shall be on the same date as the reassignment would have been effective.

Recall List:

The name of every career employee who is laid off, transfers, or elects to demote to a formerly held classification in the same department for longer than one pay period due to a Reduction-in-Force, shall be placed on the Recall List. Vacancies to be filled within a department shall be offered to individuals named on the Recall List who, at the time of the Reduction-in-Force, held a position in the same job classification within the department as the vacancy to be filled. Order of recall shall be same as order of layoff.

Individual names may be removed from the Recall List for any of the following reasons:

- A. The expiration of three (3) years from the date of placement on the list effective June 30, 2011.
- B. Re-employment with the City in a career full-time position in a department other than that from which the employee was laid off.
- C. Failure to respond within fourteen (14) calendar days of mailing a certified letter regarding availability for employment.
- D. Failure to report to work within fourteen (14) calendar days of mailing of a certified letter containing a notice of reinstatement to a position, absent mitigating circumstances.
- E. Request in writing, including email, to be removed from the list.

Status on Re-employment:

Effective June 30, 2011, a career employee who has been laid off or terminates in lieu of reassignment and is re-employed in a career position within three (3) years from the date of his layoff or termination shall be entitled to:

- A. Buy back and thereby restore all or a portion of Annual Leave credited to the employees' account on the date of layoff or termination and at the same rate as it was sold originally. This restoration must be requested in writing within 30 days of returning to work and must be fully paid back within six (6) months of the return to work.
- B. Restoration of seniority accrued prior to and accrued during layoff.
- C. Credit for all service prior to layoff for the purpose of determining the rate of accrual of Annual Leave.
- D. Placement in the salary range as if the employee had been on a leave of absence without pay if he/she is reinstated to the same job classification in the same department from which he/she was laid off or terminated.
- E. In accordance with CalPERS regulations, restoration to the same level of CalPERS benefits and City paid member contribution that the employee received prior to being laid off or terminated.
- F. Restoration to the same level of flexible benefits (i.e., benefit bank) that the employee received prior to being laid off or terminated.

In the event of a vacancy, if there are no individuals on the recall list who formerly occupied the vacant classification, those individuals on the recall list who possess the necessary qualifications for the vacant classification shall be eligible for recall to the vacancy. Eligibility order shall be the same as the order of lay-off.

No person from outside City employment shall be hired in a career position in the deleted classification until all those displaced due to layoffs or transfers are recalled to their former classification or one classification lower in the same career ladder as the one in which the employee was laid off.

Continuation of Benefits:

Those who are laid off shall have their medical insurance benefits continued to the end of the second month following the date of their layoff in the event that they are not covered by another medical plan at that time.

SECTION 4: RECRUITMENT AND SELECTION**4.05 EQUAL EMPLOYMENT GOALS AND POLICIES**

In adopting these Rules, it is the goal of the City to employ the most qualified individuals and to achieve excellence in serving the needs of the community. Employment and promotions in the City shall be based upon merit and qualifications and shall be free from political influence and discrimination based upon religion, age, sex, marital status, race, color, national origin, ancestry, pregnancy, medical condition, mental/physical disability, sexual orientation, including gender identity, or political affiliation, unless sex or physical ability is a bona fide occupational qualification.

Although not expressed in the classification specifications or job announcements, all persons applying for or holding any position in the City shall be required to meet the following general qualifications to a reasonable degree: integrity, thoroughness, accuracy, good judgment, initiative, resourcefulness, courtesy, ability to work

cooperatively with others, willingness and ability to assume and fulfill the responsibilities of the employment, good health, and physical and mental abilities compatible with the work assignment. Where the position requires the driving of a motor vehicle, the applicant or employee must have a valid California Driver's license and is expected to drive the motor vehicle safely. The foregoing general qualifications shall be deemed to be part of the minimum qualifications of each classification specification or job announcement and need not be specifically set forth therein.

No residency requirements shall be enforced by the City of Moreno Valley. Extensive efforts shall be undertaken to make local residents aware of personnel openings, encouraging them to apply for any positions for which they qualify, and providing them with full due consideration. It is the City's intention to create an environment wherein employees will want to live and work in this community.

4.10 PERSONNEL REQUESTS

To initiate the filling of an authorized vacant position, the responsible Department Director shall submit to the Human Resources ~~Director~~Manager a completed Personnel Request Form containing at least the following information:

- A. The classification (job) title
- B. The justification for filling the position, including its budgeted cost code; and
- C. The duties, responsibilities and qualifications of the position in accordance with the Classification Plan

Each request shall be reviewed and approved by the Human Resources ~~Director~~Manager and the City Manager or their designees.

4.15 JOB ANNOUNCEMENTS

Job announcements providing information about the position, its title and pay, its major responsibilities and duties, minimum and other qualifications, where and when to apply, and the last day on which applications will be accepted shall be prepared and distributed by the Human Resources Department. All positions to be filled will be publicized by posting announcements on the City's official bulletin boards and in such other places deemed advisable by the Human Resources ~~Director~~Manager. Employees may suggest additional locations.

Notice of open competitive examinations shall generally be posted a minimum of ten (10) calendar days before the filing deadline for applications unless it is in the best interests of the City to do a shorter recruitment, as approved by the City Manager. Notice of promotional openings shall be posted a minimum of five (5) calendar days before the filing deadline for applications.

4.20 PERSONNEL APPLICATIONS

Applications for employment, transfer, or promotion with the City shall be made on forms provided by the Human Resources Department. All information required by the application shall be provided and the applicant shall certify as to the truth thereof. Any material false statement or omission on the application shall, absent mitigation, disqualify the application and may be cause for termination or other disciplinary action if the applicant is or subsequently becomes an employee of the City regardless of when the error is discovered. Resumes and other supplementary information may be submitted and attached to the application for consideration but may not be used as a substitute for the application.

In order to be considered, an application must be received by 5:00 p.m. on the final day of the advertised recruitment period. A late application shall be accepted from a qualified current City employee only under the following circumstances:

- A. The employee must submit a written letter to the Human Resources ~~Director~~Manager accompanied with a completed application for the position at least two working days prior to the first interview or testing phase; and
- B. The employee must provide documentation establishing that he or she was absent from work on an authorized leave continuously from the date the position was first posted to the date the application period closed.

4.25 RECRUITMENT

It shall be the City's policy to recruit and hire the best-qualified persons available regardless of religion, age, sex, marital status, race, color, national origin, ancestry, pregnancy, medical/physical condition, sexual orientation, including gender identity, mental/physical disability, or political affiliation, unless sex or physical ability is a bona fide occupational qualification. While recognizing the need for introduction of persons from outside City employment at all levels, the policy of the City is to transfer or promote persons already employed by the City when their qualifications, training, work performance, and work experience are determined to be comparable to applicants from other sources. The Human Resources ~~Director~~Manager shall recommend to the City Manager whether the recruitment shall be open or promotional, on the basis of assuring an adequate number of candidates with appropriate skills to constitute a competitive merit process.

Except as specifically provided otherwise in these Rules, selection for a position in City employment shall be by one of the following types of examinations.

- A. Open Competitive: Examinations which are open to all persons who possess the indicated minimum qualifications as set forth in the job announcement. Applicants for open competitive examinations may, but are not required to, be employees of the City.
- B. In-House Competitive: Examinations which are open only to City employees who possess the indicated minimum qualifications as set forth in the job announcement.
- C. Temporary Position: Employees may be hired on a temporary basis through either a temporary agency or by the City itself. The City Manager approves these positions. These persons may be hired without competitive examination.

Any variations to these procedures shall be reviewed by the Human Resources ~~Director~~Manager and approved in writing by the City Manager. The City Manager may select a candidate for Department Director solely based on a review of the applicant's application and/or resume from among those screened by the Human Resources ~~Director~~Manager as finalists. In addition, the City Manager's personnel decisions are routinely submitted, as a group, for City Council ratification on the Consent Agenda.

4.30 EVALUATION OF APPLICATIONS

Each application shall be reviewed to determine if the applicant satisfies minimum educational experience, type and years of job-related experience, certificates or licenses and any other requirements.

Selection techniques shall be impartial and relate to those areas which will adequately and fairly indicate the relative capacity of the applicants to perform the duties and responsibilities of the position to which they seek appointment.

The selection procedure may consist of personal interviews, performance tests, evaluation of work performed, work samples, assessment centers, physical agility tests, other written tests, review and investigation of personal background and references, medical examination, psychiatric examination, or any combination thereof. The Human Resources ~~Director~~ Manager may at his or her discretion include as a part of the examination process, tests which determine whether applicants meet minimum qualifications.

In all examinations the minimum grade or standing for which eligibility may be earned may be based upon all factors in the examination, including educational requirements, experience, and other qualifying elements as shown in the application of the candidate or other verified information. Failure in one part of the examination may be grounds for declaring the applicant as failing in the entire examination, or as disqualified for subsequent parts of an examination.

4.35 CANDIDATES' EXAMINATION INSPECTION

If a selection procedure consists of a written examination, the applicant shall be given written notice of his or her tests results. By appointment with the Human Resources Department, an applicant shall have the right to review his or her own written test within ten (10) working days after the examination results are mailed out. However, no applicant shall be allowed to examine the test key as part of his or her examination inspection.

Any error in rating or grading shall be corrected if it is called to the attention of the Human Resources ~~Director~~ Manager at the time the applicant reviews his or her examination. Any applicant whose corrected score meets or exceeds the examination's established passing score will be placed on the applicable eligibility list for the position, if one exists. Any correction shall not invalidate an appointment or offer of employment that has been made previously.

4.40 VETERANS POINTS

The final score of a veteran who requests employment preference and submits proof of active duty (such as a DD214) shall receive five (5) additional percentage points, provided that he or she has already met minimum qualifications pursuant to Section 4.30, and attained a passing grade in the examination, if applicable. To be eligible for veterans' preference, the candidate must have received an honorable discharge from the Armed Forces of the United States and served on active duty during a period of war or tension as determined by the Veterans Administration. A disabled veteran, who is currently rated by the United States Veterans Administration as ten (10) percent or more disabled as a result of a service-connected disability incurred on active duty in federalized service during a period of war or tension as determined by the Veterans Administration, who requests employment preference and submits proof of such disability, shall receive five (5) additional percentage points, for a total of ten (10) additional percentage points. Such percentage points may be awarded to widows or widowers of veterans upon request for such preference and submission of proof of eligibility.

The provisions hereof, relating to veterans' preference, shall not apply to any promotional examination.

4.45 NEPOTISM POLICY

An applicant for a position who has a relative employed by the City may not be denied the right to file an application for employment and compete in the examination process. Following examination, if the applicant is successfully certified as eligible, he or she may be employed in a department, division, or office in which a

member of his or her immediate family is employed. Such employment shall be denied if the Human Resources ~~Director~~Manager determines that such employment would potentially create a conflict of interest or have a potentially adverse impact on supervision, safety, security, or morale, or if the employee would be in a position where he or she would directly supervisor, or be supervised by, a member of his or her immediate family.

For the purposes of this policy, a “relative” or “immediate family member” shall be defined to include the following: mother, father, sister, brother, spouse, domestic partner, children of domestic partner, daughter, son, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandmother, grandfather, granddaughter, grandson, aunt, uncle, first cousin, niece, and nephew. Stepparents may be included if they are members of the immediate family, depending on the current situation.

When the eligible candidate is refused appointment by virtue of this section, the name of the candidate shall remain on the eligibility list for openings in the same classification, as otherwise provided in these Rules, where no member of the employee’s immediate family is employed, supervised by, or supervising the vacant position. In no case may an employee participate directly or indirectly in the recruitment or selection process for a position for which the employee’s relative has filed an employment application.

Where two relatives are working in the same department, division, or office at the time these Rules are adopted, or if an event occurs in which a familial relationship is established between two employees who work in the same division or office (i.e. if a marriage results in a spousal or in-law relationship), the relationship shall not be deemed a “prohibited relationship” unless the employees’ mutual employment creates a potential conflict of interest or has a potentially adverse impact on supervision, safety, security, or morale, and so long as neither employee is in a supervisory capacity over a member of his or her immediate family.

If, as stated above, a familial relationship exists or is established, the employees may continue in their positions so long as the conditions of a prohibited relationship are not met. If, in the determination of the Department Director, such a prohibited relationship does or would exist, the Department Director shall submit the reasons for his or her determination to the Human Resources ~~Director~~Manager for review. The Human Resources ~~Director~~Manager shall have one week to investigate the Department Director’s findings and determine if a “prohibited relationship” does exist.

If the Human Resources ~~Director~~Manager’s review confirms that a prohibited relationship exists, he or she shall submit his or her results to the Department Director. At this time, the Department Director shall promptly inform the employees of the City’s intention to transfer one of the employees to a vacant position of comparable pay and duties in another City division or office, provided that such a vacant position exists, the transferee is qualified therefore, and no offer of employment to fill the vacant position has been made to another eligible candidate. If a position of comparable pay and duties is not open, but one in a lower classification is vacant, either of the employees may elect to voluntarily demote to the lower position, provided that the vacant position is in another department, division, or office, the employee is qualified to fill the position, and the position has not been offered to another candidate. Any voluntary demotion which occurs as a result of this section shall be in accordance with the provisions set forth in Section 3.35. In the event that a transfer or voluntary demotion is not feasible within the time limit set herein, the affected employees shall decide which of them will resign from City employment.

If a transfer or voluntary demotion is not feasible and neither employee has submitted a letter of resignation three weeks after the determination that a prohibited relationship exists, the Human Resources ~~Director~~Manager and Department Director shall determine which of the employees shall be terminated in good standing. Regardless of which procedure is utilized, the transfer, voluntary demotion, resignation, or termination in good standing shall become effective one month after the Human Resources ~~Director~~Manager has concurred with the Department Director’s determination that a prohibited relationship has been established. This one-month time limit may be

extended up to an additional two months with written approval from the City Manager, provided that personal or organizational considerations mandate such an extension.

Except as hereinafter provided, an employee who has been terminated in good standing because of the operation of this Section, may be reinstated to the position which such employee held at the time of termination, or to a position of equal seniority, status, and pay. In order for the employee to be eligible for reinstatement, he or she must be reinstated to a position in a department, division, or office where a prohibited relationship would not be established (or re-established), the position must be open, and the employee must still meet the qualifications for the position. This right of reinstatement shall be effective only through the ninety (90) days immediately following the effective date of the employee's termination in good standing and shall take precedence over a right of reinstatement which has been derived from a voluntary resignation in good standing. Commencing on the ninety-first (91st) day after the effective date of the termination, the terminated employee shall have a co-equal right of reinstatement with employees who have voluntarily resigned in good standing, up to an additional nine (9) months.

With the exception of the Human Resources ~~Director~~Manager's review, as provided in this section, any decision to transfer, voluntarily demote, resign, or terminate an employee in good standing (pursuant to this Section), is not subject to any appeal or grievance procedure.

4.50 DRIVING SAFETY CHECK

A verifiable and acceptable driving record and proof of liability insurance shall be required of each final candidate for employment whose position requires the employee to drive a City vehicle or if the employee receives a vehicle allowance or mileage reimbursement. Verification of acceptable driving records of all employees may be conducted periodically. Driving a City vehicle without possessing a valid driver's license is not permitted and may result in disciplinary action up to and including termination. An employee shall notify his/her supervisor immediately if his/her licenses expires, is suspended or revoked.

4.55 ELIGIBILITY LISTS

Lists of applicants to be considered for job openings in a particular classification may be established for open competitive or promotional competitive positions. An eligibility list shall be a list of persons who have taken an open competitive or promotional competitive examination for an advertised City position and have qualified for said classification. Each such list shall bear an expiration date. The hiring department may appoint any candidate on the eligibility list, provided all candidates with higher rankings have been interviewed. The best qualified candidate, as determined by the hiring manager, on the eligibility list shall be hired.

Non-Management eligibility lists shall remain in effect for six (6) months or until exhausted, whichever occurs first. Management eligibility lists shall remain in effect for three (3) months. An eligibility list may be terminated at any time when less than three (3) eligible candidates remain. The Human Resources ~~Director~~Manager shall have the right to extend an eligibility list for one or more periods not to exceed in total one (1) year from the original date of certification.

The Human Resources ~~Director~~Manager may remove a name from an eligibility list for any of the following reasons:

- A. If the eligible person accepts an appointment with the City to a career position of the same or higher classification. Acceptance of a temporary appointment at any level will not in itself be cause for removal from an eligibility list. An eligible person may refuse an appointment to a particular position and request to remain on the eligibility list.
- B. If the eligible person requests in writing removal from the list.

- C. If the eligible person fails to respond within ten (10) calendar days to a notification or letter which has been mailed to the person's last address on file with the City.
- D. If the eligible person is unable to accept any offered position.
- E. If a person on a promotional eligibility list resigned from City employment.
- F. If other circumstances, such as conviction of a crime involving job related moral turpitude or loss of a required license, make the person ineligible.
- G. If the eligible person has not been offered an appointment after interviewing for three (3) separately budgeted positions which are to be filled from the same eligibility list.

Placement on an eligibility list does not guarantee employment with the City of Moreno Valley.

If a vacancy exists in a classification for which there is no appropriate eligibility list, the Human Resources ~~Director~~Manager may prepare a list from one or more existing related lists by selecting names of eligibles from eligibility lists for classifications which are assigned to the same or higher salary range and which have minimum qualifications similar to those of the classification in which the vacancy exists.

4.60 FINAL DECISIONS ON SELECTION

The Department Director or designee shall recommend a final candidate for appointment to a vacant position to the City Manager. All appointments shall be subject to Human Resources ~~Director~~Manager's review and City Manager final approval before becoming effective. In addition, the City Manager's personnel decisions are routinely submitted, as a group, for City Council ratification on the Consent Agenda. If the selected candidate accepts the appointment and reports for duty within the agreed upon time, the applicant shall be deemed appointed to the position. If the selected candidate does not report to duty within the agreed upon time, the candidate shall be deemed to have declined the appointment. By mutual agreement of the Department Director, the Human Resources ~~Director~~Manager, and the candidate, the date of the appointment may be changed. Upon the affected employee's written petition, effort shall be made to accommodate current City employees who are or will be on an approved leave as of the date of appointment and thereby unable to report for duty at the designated time.

4.65 PRE-EMPLOYMENT PHYSICAL

Each person accepting employment with the City shall be required to pass a pre-employment physical and pre-employment drug test at a City-designated medical facility at City cost before an appointment to such employment becomes effective. This section shall also apply to changes of employment within the City when the new position places substantially more physical demands upon the employee.

4.70 EMPLOYMENT ELIGIBILITY VERIFICATION

In compliance with law and with regulations of the United States Department of Justice and the Immigration and Naturalization Service, the City of Moreno Valley requires that each person hired by the City complete Section I of the Employment Eligibility Verification Form I-9 to verify that the person is eligible for employment in the United States.

4.75 PROBATIONARY PERIOD

The first twelve (12) months, or any duly extended longer period, of all new and promotional employment in a career position shall be deemed a probationary period. The probationary period shall commence upon the effective date of the appointment.

During the probationary period, an employee may be terminated without the right of appeal, hearing or resort to any grievance procedure if his or her performance is deemed in any way unsatisfactory or below City standard by the City Manager, upon recommendation of the Department Director. At the conclusion of the probationary period, if the employee's performance does not meet City standards but is not altogether unsatisfactory, the probationary period may be extended up to an additional six (6) months, at the discretion of the City Manager. The decision to extend the length of an employee's probationary period must be based on justifiable reasons and must be made prior to the expiration of the original twelve (12) month probationary period. Such a decision shall not be appealable or grievable.

- A. Written evaluations shall not be prepared for probationary employees during the probationary period.
- B. At least one performance related discussion shall be held by the immediate supervisor at the 6-month point, with a signed acknowledgment by the probationary employee that said discussion occurred.
- C. A written evaluation shall be prepared to coincide with completion of the probationary period.

The Probation Period for promoted employees will be 6 months.

- A. Written evaluations shall not be prepared for probationary employees during the probationary period.
- B. At least one performance related discussion shall be held by the immediate supervisor at the 3-month point, with a signed acknowledgment by the probationary employee that said discussion occurred.
- C. A written evaluation shall be prepared to coincide with completion of the probationary period.

During the probationary period, an employee may be terminated without the right of appeal, hearing or resort to any grievance procedure if his or her performance is deemed in any way unsatisfactory or below City standard by the City Manager, upon recommendation of the Department Director. At the conclusion of the probationary period, if the employee's performance does not meet City standards but is not altogether unsatisfactory, the probationary period may be extended up to an additional period of the same duration, at the discretion of the City Manager.

The decision to extend the length of an employee's probationary period must be based on justifiable reasons and must be made prior to the expiration of the original probationary period. Such a decision shall not be appealable or grievable.

An employee who fails to complete his or her promotional probationary period satisfactorily shall be reinstated to the position in the same classification from which he or she was promoted unless discharged from City service as provided in these Personnel Rules.

Probationary employees are allowed to compete for promotional opportunities while on probation. However, an employee who fails to complete his or her original probation period prior to promoting shall not have the right to be reinstated to their prior position if they fail their promotional probation period.

If an employee promotes prior to completing an initial one-year probationary period, the normal promotional probation period of six months will be extended so that the total probationary period from the date of hire shall not be less than the 12-month initial probationary period.

Example: Employee promotes after 5 months of satisfactory service. Promotional probationary period will be extended to seven months, providing a total of twelve months' probation. Probation periods may be further extended as provided for in the City's Personnel Rules and Regulations.

Crossing Guards shall be required to serve a 650-hour probationary period after becoming regular crossing guards. At the end of a successful probationary period, Crossing Guards shall become eligible for a merit pay increase. An Alternate Crossing Guard shall be deemed "at will/part-time" regardless of the number of hours worked.

4.80 CRIMINAL CONDUCT – INELIGIBILITY FOR EMPLOYMENT

Except as otherwise hereinafter provided, no person convicted of a misdemeanor involving moral turpitude or a felony shall be eligible for employment in the service of the City; however, the City Manager may disregard such conviction if he/she finds and determines that mitigating circumstances exist, such as, but not limited to, evidence of rehabilitation, length of time elapsed since such conviction, the age of such person at the time of conviction, or the fact that the classification applied for is unrelated to such conviction.

Only the City Manager, Employee Relations Officer, City's Attorneys, Human Resources ~~Director~~Manager, and other Human Resources staff are authorized to have access to the "State Summary Criminal History Information" as provided for in Section 11105 of the Penal Code of the State of California.

4.85 FINGERPRINTING

To facilitate the City's ability to perform complete background checks on its employees, new City employees will be fingerprinted and their backgrounds researched to ensure that there is nothing which would hinder their ability to perform their job satisfactorily or create any unnecessary liability for the City.

4.90 RESIGNATION

Employees who desire to terminate their service with the City shall submit a written resignation to the Department Director at least two weeks prior to the effective date of the resignation. Failure to comply with this requirement may be cause for denying future employment with the City.

4.95 REHIRE

Any career employee who voluntarily or involuntarily resigns or separates and is later rehired, may forfeit all previous seniority and benefits and does not need to be rehired at his/her former classification or pay level, except in the case of lay-off. The rehired employee may be considered the same as a new hire. With approval of the City Manager, a former employee who is eligible for rehire may be rehired by appointment rather than competitively but may still be placed on twelve (12) month probation upon return. However, if an employee voluntarily separates from the City and is subsequently rehired by the City within one calendar year of his/her employment separation date, the employee's benefits will be the same as when the employee separated.

SECTION 5: PERFORMANCE EVALUATIONS AND SALARY ADJUSTMENTS

5.05 SALARY AT APPOINTMENT

Except as otherwise stated in this Section, all new employees shall be appointed at the 'A' Step of the salary range for the position. When the proposed employee's education, training, experience, and current salary are deemed superior and justify a higher starting salary, the Department Director may offer employment up to the 'C' Step of the salary range without obtaining City Manager approval.

If the Department Director recommends appointing the employee at a pay level above the 'C' Step, City Manager approval must be obtained prior to making an offer of employment. All final appointments are subject to City Manager approval, regardless of the pay level at which the employee is appointed.

When hiring new Department Directors, the City Manager may authorize certain added incentives to aid in the recruitment process. Some added inducements might be the authorization of a moving allowance, additional Annual Leave, educational expenses, etc. Such incentives may be authorized only if in conformance with a written policy, adopted by resolution of the City Council.

5.10 EMPLOYEE PERFORMANCE EVALUATION

The Performance Assessment Review (PAR) is the employee performance evaluation tool. Regular reports on forms prescribed by the Human Resources ~~Director~~Manager shall be made as to the efficiency, competency, conduct, and merit of all employees appointed by the City Manager. A documented mid probation conversation is required at six (6) months and a performance evaluation is required at the end of the twelve (12) month probation, and annually thereafter on the employee's anniversary date. An employee who received a rating of "Needs Improvement" will be eligible to be re-reviewed in six (6) months. Any decision to extend an employee's probationary period must be made prior to the expiration of the original probationary period. Any evaluation which warrants a merit increase but is not completed by the designated review date shall be retroactively paid back to that review date. In addition to those occasions referenced by this Section, a supervisor may render a performance evaluation when performance issues arise, whether positive or negative; when there is a change in assignment; and/or when there is a change in supervisor or management.

During the performance evaluation meeting, the employee and supervisor shall review and discuss the employee's significant accomplishments, training, problem or improvement areas, and future development and objectives. After reviewing the job descriptions, duties, and any established performance standards for that position, an evaluation shall be made by the supervisor as to whether the employee's performance meets City standards. An explanation must accompany any unacceptable or conditional judgment. The employee shall have an opportunity to review his or her performance evaluation report and agree or disagree with it. Based upon the Performance Assessment Review, the supervisor may make appropriate recommendations regarding a possible merit increase, or other action.

The employee shall have the right to attach a written response to the corresponding performance evaluation in his or her personnel file. This response must be made within ten (10) working days of receiving the evaluation.

If a career employee's written objection to his/her evaluation is concurred with by the Department Director, the evaluation may be revised accordingly. If there is no denial of merit increase nor an overall below-City standard rating, the Department Director's decision shall be final and conclusive with regard to the validity of the objection.

If a career employee is not in agreement with a performance evaluation which results in an overall below City Standard rating (other than one which results in denial of a merit increase or in any other direct monetary detriment to the affected employee), the employee may, within ten (10) working days after receipt of the evaluation, request a review of such evaluation by his or her Department Director. If the employee is not in agreement with the determination of the Department Director, the employee may, within ten (10) working days after receipt of the determination of the Department Director, request a further review by the City's Human Resources ~~Director~~Manager, whose decision shall be final and conclusive.

If a performance evaluation results in a denial of a merit increase or in any other direct monetary detriment to the affected career employee, the employee may, within ten (10) working days after receipt of the evaluation, request a review thereof by his or her Department Director. If not in agreement with the determination of the Department

Director, the employee may, within ten (10) working days after receiving the determination of the Department Director, request a further review of the evaluation by the City's Human Resources Director/Manager, whose decision shall be final and conclusive.

In either of the foregoing situations, if the career employee's Department Director prepared the evaluation in question, the employee may omit review by the Department Director and proceed directly to the next level of review by the Human Resources Director/Manager.

Probationary employees may attach written responses to their probationary evaluations and submit them to the Department Director for consideration, however, such employees have no appeal rights.

The employee and supervisor must sign and date the report. If the employee refuses to sign the report, the supervisor shall note this fact and any circumstances surrounding the employee's refusal on the Performance Assessment Review. Copies of the Report shall be distributed to the employee, the Department Director, and the Human Resources Department.

5.15 PROGRESSION ON MERIT PAY

A. Career Full-time and Career Part-time Employees shall earn merit pay increases based on meeting or exceeding satisfactory performance of duties in the overall rating rather than simple longevity, as follows:

1. Normal Progression

From the date of employment until the successful conclusion of the probationary period, no merit pay increase shall be granted. At the end of a successful probationary period, the employee shall become eligible for a merit pay increase provided that the employee's overall performance has satisfactorily met City Standards. Thereafter, eligibility for merit pay increases shall occur at 12-month intervals provided the employee's performance is satisfactory, until such time as the employee reaches the top of the salary range available for his or her position. Employees must achieve an overall "meets job requirements" to be deemed as having met City Standards. An employee who receives an overall performance rating less than "meets expectations" will not receive a merit increase. An employee who receives a rating of "Needs Improvement" will be eligible to be re-reviewed in six (6) months.

2. Promotional Progression

From the date of promotion until the successful conclusion of the probationary period, no merit pay increase may be granted. When an employee is promoted to a classification with a greater salary range, his or her salary increases to an appropriate salary step within the salary range of the new position. An employee who is promoted shall be compensated at the pay level within the new salary range which is the lesser of five (5) percent higher than the pay level he or she held in the previous salary range or the top of the salary range for the new position.

All promoted employees who successfully pass their promotional review period are eligible for a step merit pay increase within the salary range of their position, again provided satisfactory performance is achieved. A promoted employee is eligible for another merit pay increase, annually thereafter, from the date of the promotional review until their salary reaches the top of the salary range.

B. Temporary and Seasonal Employees It is the policy of the City of Moreno Valley to grant a merit pay increase to temporary employees after the first 1,000 hours of service, provided the performance is

satisfactory. The next increase would occur after completion of 3,000 hours, as long as performance remained satisfactory, and every 2,000 hours thereafter, until such time as the employee reaches the top of their salary range. If a merit increase is warranted, it will be based on an abbreviated evaluation form similar to the one used during probation for a career employee. A temporary or seasonal employee may receive a performance evaluation when his or her period of service concludes to determine whether he or she is eligible for rehire and may be evaluated more frequently at the discretion of the supervisor. This performance evaluation may also be used as a basis for considering salary in the event the employee is rehired.

- C. All Crossing Guard employees Regular Crossing Guards shall become eligible for a merit pay increase upon completion of six hundred and fifty (650) hours of service; and shall then be eligible for merit adjustments once in each succeeding period of thirteen hundred (1,300) hours of continuous service, provided that performance meets City standards.

SECTION 6: ATTENDANCE AND HOURS OF WORK

6.05 WORKWEEK AND OVERTIME

For purposes of applying the overtime requirements of the Fair Labor Standards Act (FLSA), the workweek for City employees shall begin at 12:01 a.m. Saturday and end at 12:00 p.m. the following Friday. For any illness or emergency absence from work, the employee must notify the supervisor within the first half hour of normal reporting time when possible.

6.06 OVERTIME COMPENSATION

Overtime compensation shall be provided to City employees as follows:

- A. Executive Management, Division Management, and Professional/Administrative/ Management Employees are salaried employees and shall not receive overtime compensation. Employees in these categories shall receive administrative leave hours, as specified in Section 7.10.
- B. Non-Exempt and Part-time Employees may receive overtime compensation in the form of paid time or compensatory time-off, at a time-and-one-half rate. The choice of compensation method is the employee's. Employees in these categories may accrue compensatory time to a maximum cap of 180 hours. The City Manager may allow accrual beyond the maximum if circumstances warrant. Overtime will be paid for hours worked in excess of 40 hours in a workweek in accordance with the Fair Labor Standards Act (FLSA). If an employee works on a recognized holiday and the holiday is observed by the City on a different day, said employee will be paid one and one-half rate of pay for the hours worked on the actual holiday. In addition, career employees will be compensated with overtime for any hours actually worked in excess of 9 hours in a workday for those on a modified schedule or 8 hours in a workday for those on a regular schedule. Parttime Career Employees must use the 9-hour workday for overtime. Career employees will also receive overtime pay for hours worked on a City designated holiday or for a "Call Back" or "Call Out" as described in sections 15.05 and 15.10. All overtime worked must be pre-approved by the employee's manager.
- C. An employee who has accumulated the maximum amount of compensatory time shall not work overtime on a compensatory time basis until the accumulation has been reduced to less than the maximum accumulation allowed under these Rules. This in no way limits or caps paid overtime.

For Non-Exempt positions, which do not meet one of the FLSA exemption categories, overtime hours worked shall be compensated for time ~~actually~~ worked in excess of 40 hours in a workweek. In addition, and in

accordance with the MOU, Career Non-Exempt employees shall be compensated for time ~~actually~~ worked in excess of 9 hours assigned schedule hours in a workday and/or 40 hours in a workweek, ~~for those employees on a modified work schedule or 8 hours in a workday for those on a regular work schedule.~~ A paid holiday shall count as time labored towards the 40-hour workweek for the purposes of overtime compensation. Annual Leave, or compensatory time will not be included as time worked for purposes of calculating overtime. Overtime for all Non-Exempt employees shall be compensated in one of the following two ways:

- A. As paid time at the one-and one-half rate of pay; or
- B. As compensatory time as accrued at the one and one-half rate of pay.

Prior to overtime being authorized, the employee and his or her supervisor shall agree as to how the employee shall be compensated (i.e. paid time or compensatory time). If the employee and supervisor do not agree on the method of compensation, the supervisor may ask another employee to perform the overtime work. If the supervisor requires that a particular employee perform the overtime, yet they cannot agree on the method of compensation, then the employee shall be given the choice of how he or she wishes to be compensated. Compensatory time accumulated under these Rules and Regulations is vested time and must be utilized or paid in conjunction with termination of employment.

6.07 WORK SCHEDULE

Effective first full pay period in January of 2023, the City will implement a variable 4/10 work schedule, which will be managed by each department head. Preference will be provided to the employee with the most city seniority when determining the selection between employee preferences. Once implemented, the 4/10 schedule must stay consistent. The City will not be closed on any given day between Monday through Friday unless it is a designated holiday. If employee decides to stay on a 9/80 schedule, that will be permitted. If an employee decides to go to a 4/10 schedule at a later date, that change will only be available on a calendar year basis.

6.08 COMPLIANCE WITH FAIR LABOR STANDARDS ACT

The City is committed to complying with the Fair Labor Standards Act and therefore prohibits improper deductions from FLSA exempt employees' pay. The City will promptly remedy any violations of this policy by reimbursing an affected employee for any amounts which have been improperly deducted from the employee's pay.

Any employee who believes that an improper deduction has been made from his/her pay should submit a complaint to the Human Resources Department as soon as possible. The Human Resources Department shall promptly investigate the complaint and render a written decision as soon as is reasonably possible. If the complaint is determined to be justified, the employee shall promptly be reimbursed in the amount improperly deducted. The City shall thereupon restate its good faith commitment to future compliance with the Fair Labor Standards Act.

6.10 NO GUARANTEE OF HOURS

Nothing contained in these Rules shall be construed to constitute a guarantee of minimum hours of work per day or per work week or of days of work per work week, provided that when reasonably possible at least 14 calendar days advance notice shall be given to each employee whose work hours are to be reduced. When economic conditions dictate, management may direct a reduction of hours, a furlough, or a reduction-in-force.

6.15 STAND-BY AND CALL-BACK POLICY

Policies relating to stand-by and call-back duty shall be established by the City Manager. *(For more information on stand-by and call-back requirements and compensation, see Section 15.)*

6.20 TIME RECORDS

All City employees must complete electronic time records showing hours worked and leave taken. Salaried employees are not subject to having their pay reduced for less than 8 hour increments when no other authorized leaves are available to them. The City may make deductions from paid leave accruals for periods of less than 8 hours. Time records must be submitted with an electronic signature via the City's electronic timekeeping system by the individual employee. Electronic time records will be reviewed and audited by the employee's supervisor, Division Manager and, where required, Department Director. Notice of any correction(s) to the time-record will include the employee and Division Manager/Department Director. Time records will then be reviewed by the Financial and Management Services Department for validation of general payroll parameters, and notice of any correction(s) will be sent to the employee and the Division Manager/Department Director. Such corrections will be deemed final unless questioned by the employee within thirty (30) days after the notice of correction has been given to the employee. Unresolved matters may be taken to the Human Resources ~~Director~~Manager for a final determination.

6.25 CONSTRUCTIVE RESIGNATION

An employee who is absent, without authorized leave, for three (3) or more consecutive workdays is deemed to have resigned. If the Department Director, with the concurrence of the Human Resources ~~Director~~Manager, determines that extenuating circumstances exist, the resignation may be rescinded, in which case, absence may be covered by leave, with or without pay, if so approved by the Department Director.

6.30 LUNCH AND BREAK POLICY

Employees may take one break in the morning (before 11:00 a.m.), and one in the afternoon (after 2:00 p.m.). Break periods shall not exceed fifteen (15) minutes each. One paid break period is allowed for each 4-hour work period. Part-time employees are not entitled to a paid break unless they work longer than four hours.

Lunch periods shall be at least thirty (30) minutes, but no more than sixty (60) minutes per day. Employees are expected to conform their lunch hours in accordance with department schedules. As department schedules may not permit all employees to take lunch between 12:00 noon and 1:00 p.m., the Department Director may authorize staggered lunch periods throughout the late morning and afternoon. Part-time employees must work six or more consecutive hours to receive an unpaid 30-minute lunch break. If the part-time employee is alone, he/she may be authorized to eat at the worksite on paid time.

An employee who takes a break from his/her normal workstation to smoke is using part of the 15-minute break. Employees in transit in the conduct of City business while smoking does not constitute a smoke break.

Break and lunch periods may be taken only in the time period for which they are designated and may not be accrued. Extenuating circumstances, as determined by the immediate supervisor, may establish cause for variation from the scheduling of break and lunch periods.

Salaried employees are expected to conform generally to the established standard for all employees. Although flexibility is provided for salaried employees to exercise judgment in maintaining their work schedule, this schedule should not be to the detriment of work production.

SECTION 7: LEAVES

7.05 HOLIDAY PAY AND HOLIDAY LEAVE

Days designated as legal holidays by the City Council are 11 holidays as follows:

New Year's Day (January 1), Dr. Martin Luther King, Jr. Day (3rd Monday in January), President's Day (3rd Monday in February), Caeser Chavez Day (March 31), Memorial Day (last Monday in May), Juneteenth Day (June 19th), Independence Day (July 4th), Labor Day (1st Monday in September), (~~4th Monday in September~~), Veteran's Day (November 11th), Thanksgiving (4th Thursday in November), Day after Thanksgiving (Friday after Thanksgiving), Christmas Eve (December 24th), and Christmas Day (December 25th).

~~Effective January, 2023, The City provides~~ Career full-time and Career part-time employees receive two additional floating holidays per year.

~~Floating~~ holidays may be taken at any time during the year with department approval. Each floating holiday is earned at the beginning of the year at a rate of one (1) day based on the employee's schedule and pro-rated for Career part-time.

Floating holiday pay shall be paid based on the number of hours in the employee's regular work shift. A regular work shift is considered to be eight (8), nine (9) or ten (10) hours per day for full-time employees. If the number of hours the employee is regularly scheduled to work is changed, floating holiday pay shall be changed accordingly.

Effective July 10, 2009, career full-time and career part-time employees receive holiday pay for all working hours scheduled to be worked on a holiday. If the holiday occurs on a day the employee is normally scheduled off, Saturday or Sunday, then the hours are recorded in the employee's accrued holiday leave bank, based on their normal work schedule, and the employee may request to use the banked holiday leave time like paid Annual Leave. However, when a holiday occurs on a Saturday or Sunday, the City may designate another day during the work week as an observed holiday. Career fulltime employees accrue the number of hours of holiday leave time, based on their regular full-time workday schedule and work week schedule, i.e. 8 hours when on a 5/40, 9 hours on 9 hour workdays and 8 hours on 8 hour workdays when on a 9/80, or 10 hours when on a 4/10 work week schedule. Career parttime employees accrue holiday leave time on a prorated basis. Accrued holiday leave time hours remain in the employee's holiday bank until used, without risk of forfeiture.

Temporary employees do not get paid or accrue holiday leave time.

7.10 ANNUAL LEAVE

In lieu of accruing separate banks of floating holiday, vacation, sick hours, and administrative leave time where applicable, career employees will accrue annual leave. Effective December 14, 2007, accrued vacation banks were converted to annual leave on an hour-for-hour basis.

Annual Leave Usage

Some of the appropriate uses of this leave time include the following:

- A. To provide recuperation time for an employee incapacitated due to illness, injury, or other medical disability.

- B. To allow for the quarantine of an employee exposed to a contagious disease which results in the enforced quarantine of an employee in accordance with public health regulations.
- C. To attend to the urgent health needs of immediate family members.
- D. To attend medical or dental office appointments.
- E. To enable employees to conduct important personal business during normal working hours.
- F. To provide time for periods of rest and relaxation; or
- G. In other instances consistent with all existing Rules and Regulations as authorized by the employee's Executive Manager or representative.

When personal emergencies or situations of personal necessity arise, annual leave may be granted over the telephone within 30 minutes of start time unless special and extenuating circumstances prohibit employees from calling in, but the caller must identify the specific reason for the emergency or necessity and follow up with a written request. Employees are encouraged to accrue annual leave balance as a protection against the adverse effects of short- or long-term absences due to a major illness or injury.

Minimum Use: During each calendar year, each full -time career employee shall use at least 80 hours of annual leave. Part-time career employees are required to use forty (40) hours of annual leave. The minimum use described in this section is first priority over any additionally purchased time as allowed in Section 14.05, C #7. Further, employees are urged to retain a reasonable bank of annual leave in case of unexpected illnesses or injuries to either themselves or family members.

All employees shall generally make a request for said leave to the executive manager in sufficient time to plan work schedules. Consequently, executive management is responsible for planning work schedules to allow each employee to take that leave each calendar year and each employee is responsible for using it. Failure to use the minimum required hours of such leave shall result in City Manager review of the circumstances surrounding such failure. Failure to follow the minimum usage may result in disciplinary action if conditions warrant.

Paid annual leave shall continue to accrue in accordance with the provisions during any authorized period of leave with pay. All annual leave shall be scheduled and taken in accordance with the best interest of the City and the department or division in which the employee is assigned.

If an employee needs to be absent from work on a given day due to any unexpected reason, he/she must notify the supervisor by telephone within the first half hour of normal reporting time or earlier if possible.

Reporting Annual Leave: The reporting of the use of annual leave should normally be in increments of a quarter of an hour for non-exempt employees and quarter of an hour increments for exempt employees will be used whether the employee works a full or partial day.

Physician's Certificate: An employee absent on unscheduled annual leave in excess or equal to three (3) consecutive working days due to illness or injury, may be required by his/her executive manager to submit a written statement by a physician certifying that the employee's condition prevented the employee from performing his/her duties. The executive manager may also require a written statement that such employee is able to resume his/her normal duties. Management must list reasons for requesting the doctor's excuse for annual leave of less than three (3) consecutive working days. An employee may be placed on medical certification in instances when leave has not been pre-approved and the employee has exceeded the minimum use requirement for Annual Leave.

Leave Donation: Up to 24 hours of annual leave may be voluntarily donated from one employee to another out of a humanitarian need when the recipient employee has a serious medical condition and no accrued leave per approval by the Human Resources ~~Director~~Manager. No more than 480 total hours of leave may be donated to an individual employee.

Annual Leave Accrual

Annual leave time will accrue on a bi-weekly basis for twenty-six (26) pay periods a year. Each career employee shall have annual leave time accrue for each pay period starting from the first day of probationary appointment. Accrual rates are based on years of service with the City of Moreno Valley.

Employees shall receive annual leave benefits on a pro-rata basis, calculated by the number of hours paid as a percentage of a forty (40) hour workweek, including any WSR. Employees, as outlined in the City's Benefit Plan, shall receive annual leave accruals as follows:

- A. Executive Management Employees shall earn 296316 hours of annual leave per year for the first 5 years of service. This accrual shall extend to 336 hours per year at the beginning of the sixth year and extend to 376396 hours per year at the beginning of the 11th year. The City Manager has the authority to increase the actual accrual rate as a recruitment tool. Employees hired prior to September 30, 2011 in this category may accrue up to 1,664 hours of annual leave. This 1,664 hour cap includes previously accrued leave. Employees hired on or after September 30, 2011 in this category may accrue up to 9800 hours of annual leave. Once an employee reaches this cap, annual leave accruals will be suspended.

Division Management Employees hired prior to 9/30/2011 shall earn 272292 hours per year. This accrual shall extend to 342332 hours per year at the beginning of the sixth year and extend to 336356 hours per year at the beginning of the 11th year. Hired on or after 9/30/2011 shall earn 252272 hours per year. This accrual shall extend to 2922312 hours per year at the beginning of the sixth year and extend to 332352 hours at the beginning of the 11th year. The City Manager has the authority to increase the actual accrual rate as a recruitment tool. Employees hired prior to September 30, 2011, in this category may accrue up to 1,664 hours of annual leave. This 1,664 hour cap includes previously accrued leave including grandfathered amounts. Grandfathered leave in excess of 1,384 hours at time of Annual Leave conversion are excluded from the 1,664 hours cap. Employees hired on or after September 30, 2011, in this category may accrue up to 9800 hours of annual leave. Once an employee reaches this cap, annual leave accruals will be suspended.

- B. Division Management Employees hired prior to 9/22/92, shall accrue annual leave at the rate of 352372 hours per year, and may accrue up to 1,664 hours of annual leave. Grandfathered leave in excess of 1,384 hours at time of conversion to Annual Leave are excluded from the 1,664 hours cap. Once an employee reaches this cap, annual leave accruals will be suspended.

- C. Professional / Administrative hired prior to 9/30/2011 shall earn 272252 hours per year. This accrual shall extend to 312292 hours per year at the beginning of the sixth year and extend to 3136346 hours per year at the beginning of the 11th year. Hired on or after 9/30/2011 shall earn 254234 hours per year. This accrual shall extend to 294274 hours per year at the beginning of the sixth year and extend to 334314 hours at the beginning of the 11th year. The City Manager has the authority to increase the actual accrual rate as a recruitment tool. Employees hired prior to September 30, 2011, in this category may accrue up to 1,664 hours of annual leave. This 1,664 hour cap includes previously accrued leave including grandfathered amounts. Grandfathered leave in excess of 1,384 hours at time of Annual Leave conversion are excluded from the 1,664 hours cap. Employees hired on or after September 30, 2011 in this category may accrue up to 9800 hours of annual leave. Once an employee reaches this cap, annual leave accruals will be suspended.

PAM Employees hired prior to 9/22/92, shall accrue annual leave at the rate of ~~352332~~ hours per year, and may accrue up to 1,664 hours of annual leave. Grandfathered leave in excess of 1,384 hours at time of Annual Leave conversion are excluded from the 1,664 hours cap.

PAM Confidential employees receive an additional 16 hours of annual leave per year.

Non-Exempt Employees hired prior to 9/30/2011 shall earn ~~212492~~ hours per year. This accrual shall extend to ~~252232~~ hours per year at the beginning of the sixth year and extend to ~~276256~~ hours per year at the beginning of the 11th year. Hired on or after 9/30/2011 shall earn ~~196476~~ hours per year. This accrual shall extend to ~~236246~~ hours per year at the beginning of the sixth year and extend to ~~276256~~ hours at the beginning of the 11th year. The City Manager has the authority to increase the annual leave accrual rate as a recruitment tool. Employees hired prior to September 30, 2011, in this category may accrue up to 1,664 hours of annual leave. This 1,664 hour cap includes previously accrued leave. Grandfathered leave in excess of 1,384 hours at time of Annual Leave conversion are excluded from the 1,664 hours cap. Employees hired on or after September 30, 2011, in this category may accrue up to ~~9800~~ hours of annual leave. Once an employee reaches this cap, annual leave accruals will be suspended.

- D. Non-Exempt Employees hired prior to 9/22/92, shall accrue annual leave at the rate of ~~292272~~ hours per year, and may accrue up to 1,664 hours of annual leave. Grandfathered leave in excess of 1,384 hours at time of Annual Leave conversion are excluded from the 1,664 hours cap. Once an employee reaches this cap, annual leave accruals will be suspended.
- E. Seasonal Employees/Crossing Guards with Leave Accruals shall accrue annual leave at a rate determined by their program agreement or contract.

Temporary Employees shall not normally accrue paid annual leave but may take leave without pay as approved by their supervisors.

7.15 GRANDFATHERED LEAVE BALANCES

Prior Sick Time Accruals: Employees shall retain all existing sick leave hours accrued prior to the enactment of this policy on December 14, 2007. Such accrued sick leave hours shall be referred to as Grandfathered sick leave balance and are considered Frozen Sick Leave hours. Although sick leave will no longer continue to accrue for employees, an employee's frozen sick leave balance will be available for use in the event of an illness or injury, which qualifies for disability. Employees are eligible to use Grandfathered Sick Leave when they are off work due to their own medical condition for three (3) days or more and provide a doctor's note. These frozen sick leave hours can be used for baby bonding or family member's illnesses or injuries, if the employee is on approved FMLA leave.

This Grandfathered sick leave balance shall be available for cash out upon separation at a rate of 40% of the accrued balance for full time employees and 20% for part time employees. The remaining balance will be converted to PERS service credit for retiring employees. Separating employees will forfeit the remaining balance.

At retirement, Frozen Sick Leave balance (sick leave accrued prior to December 14, 2007) will be paid as elected by the employee per the following formulas:

1. 70% PERS Service Credit with 30% Cash Out
2. 80 % PERS Service Credit with 20% Cash Out
3. 90% PERS Service Credit with 10% Cash Out
4. 100% PERS Service Credit with 0% Cash Out

Grandfather Clause: Sick leave balances as of 9/22/92 for Executive Management and Division Management employees shall be available for cash out upon retirement at a rate of 60% of the accrued balance and 40% towards PERS service credit. When sick leave is taken, the hours last accumulated shall be utilized first. Employees not retiring under the City's CalPERS contract benefits at the time of employment separation shall forfeit 40% of their frozen sick leave. An employee absent for three (3) consecutive working days due to their own illness or injury may access their frozen sick leave bank if they submit a written statement by a physician certifying that the employee's condition prevented the employee from performing his/her duties. Further, the employee is to complete the Leave of Absence Request Form and attach it to the physician's certification before submission to their supervisor and executive manager for approval.

Converted Vacation, Holiday, Floating Holiday, and Admin Leaves: Balances converted to annual leave will be cashed out upon separation at the 100% rate in effect prior to the enactment of this policy. When annual leave is taken, the hours last accumulated shall be utilized first.

Effective one time only, at the time of conversion to Annual Leave, total hours in excess of 1,384 shall be excluded from the 1,664 hour annual leave cap.

The beneficiary on file of an employee who has died while actively employed by the City may receive 100% cash out of the employee's accrued sick leave.

7.20 ANNUAL LEAVE CASH OUT UPON SEPARATION AND RETIREMENT

Separation from the City

Employees separating from the City are entitled to payment for 100% of their unused accrued annual leave balance.

Retirement from the City

Employees retiring from the City are entitled to payment for 100% of their unused accrued annual leave balance.

Grandfathered leave balances will be cashed out upon separation in accordance with Section 7.15.

7.25 PAID SICK LEAVE (Healthy Families Act of 2014)

Effective July 1, 2015, California law "AB1522" requires that all *temporary* employees who have worked for more than thirty (30) days within a year be provided 24 hours of paid sick leave at the beginning of each 12month period. An employee is not eligible to begin using any accrued paid sick leave until after ninety (90) days of employment.

In accordance with California's Paid Sick Leave law, an employee may use 24 hours of accrued paid sick leave in a 12-month period for the employee or a family member for the diagnosis, care or treatment of an existing health condition or preventative care, or a specified purposes for an employee who is a victim of domestic violence, sexual assault or stalking.

- Paid sick leave will not be considered hours worked for purposes of overtime calculation.
- Unused accrued sick leave does not carryover year-to-year.
- Unused accrued paid sick leave is not paid out upon separation from employment.

7.30 BEREAVEMENT LEAVE

Career employees shall be allowed to utilize bereavement leave as provided under the California Family Rights Act (CFRA).

~~Employees shall be allowed to utilize four (4) days of bereavement leave in the event of the death of an immediate family member. Immediate family in this instance shall be defined as mother, father, spouse, domestic partner, natural/stepchildren/step-children, children of domestic partner, mother-in-law, father-in-law, brother or sister, grandparent or grandchild. Step-parents/Stepparents may be included if they are currently members of the immediate family.~~

Employees will be allowed Annual Leave to be taken and/or advanced, if needed, up to ten (10) days in length in addition to bereavement in the event of a death in the employee's immediate family (parent, spouse, child, domestic partner, stepchild, child of domestic partner, mother-in-law, father-in-law, brother or sister, grandparent or grandchild). Stepparents may be included if they are currently members of the immediate family.

7.35 JURY DUTY AND WITNESS LEAVE

No employee shall be dismissed or in any manner discriminated against for taking time off from work to serve as a juror or witness when required by law provided such an employee complies with the provisions of this Section. An employee called to serve as a juror or witness shall notify his or her supervisor at least one (1) week prior to the commencement of such service, unless extenuating circumstances exist.

Any employee of the City called as a juror or witness shall be entitled to be absent from his or her duties with the City shall receive their regular salary limited to one hundred (100) hours each year for each of the following types of jury service: local and federal. This could be expanded, dependent on an unusual situation, which is subject to the approval of the City Manager. The employee shall obtain a jury calendar or assignment sheet weekly during such service. The employee shall have the jury calendar or assignment sheet signed by the jury clerk or commissioner and shall deliver this sheet to his or her supervisor at the end of each week to verify jury duty or witness service.

If a career employee on an alternative work schedule is summoned for jury duty, the Department Director or designee shall convert the employee's usual work shift to a regular five (5) day, Monday through Friday shift basis. A career employee required to serve on jury duty shall be entitled to his or her regular rate of pay, provided the employee deposits any fees for service, excluding mileage, with the City. A crossing guard, temporary, seasonal, or emergency employee called for jury duty will not be compensated for time lost while on jury duty but shall be entitled to retain his or her jury fees.

Any employee required to be absent from work on behalf of the City by proper subpoena issued by a court or other legally empowered agency, shall be entitled to be absent from work at his or her regular rate of pay, provided that any fees, except mileage, are deposited with the City. A non-exempt employee required to be present as a witness in any other matter shall not be entitled to be paid during such absence. An exempt employee will be paid his/her regular rate of pay whenever required to provide testimony under oath in any proceeding related to City matters.

An employee who is released by the court from jury duty on any regularly scheduled workday shall contact his or her supervisor to find out whether he or she is required to return to work. An employee who is scheduled for stand-by duty while serving on jury duty shall be rescheduled for stand-by duty after the conclusion of jury duty, unless the employee agrees to serve both.

7.40 PREGNANCY DISABILITY LEAVE

Pregnancy disability leaves of absence shall be granted to employees medically disabled by pregnancy, childbirth, or related conditions, provided such leave shall not exceed four (4) months. At the commencement of a pregnancy disability leave of absence, employees will use accrued Annual Leave and/or compensatory time off, as well as disability pay, and thus, continuing to receive pay. City pay will cease when all accrued allowances have been used, and the employee shall receive leave without pay and be subject to all policies except as modified herein. The use of accrued time-off shall not extend the length of the leave. The authorized absence is only for the duration of the disability up to four (4) months. When an employee is on pregnancy disability leave, the City shall continue payment of benefit premiums for the employee and her dependents. The City shall not continue payment of PERS retirement contributions unless the employee is continuing to receive pay from the City by utilizing accrued allowances. If an employee files for disability, a doctor's certification is required. When the employee is no longer disabled, she may no longer continue pregnancy disability leave. Annual Leave shall not accrue during a pregnancy disability leave of absence unless the employee is continuing to receive pay by utilizing accrued Annual Leave or compensatory time off. Employees on pregnancy disability leave may also be eligible for benefits under the City's Disability Program. Employees must file a claim in order to receive these benefits. Forms are available from the City's Human Resources Department.

Any employee who takes a pregnancy disability leave of absence shall have her anniversary date extended by the same length of time as the unpaid portion of the maternity leave. For purposes of this section, paid portions of pregnancy disability leave include only those portions for which payments are received on account of Annual Leave or compensatory time off. If an employee takes a pregnancy disability leave of absence while on probation, her probationary period shall be extended the same length of time as the pregnancy disability leave. Such extensions of anniversary dates and probationary periods, which arise as a result of this policy, shall not be perceived as casting aspersions on any employee, but rather as a way to more accurately monitor employee performance.

A request for a pregnancy disability leave of absence should be submitted by the employee within a reasonable timeframe after the employee learns of her pregnancy. The employee must provide a written statement from her physician indicating the date the physician believes the leave of absence should begin and the estimated date of birth. The City may require a pregnant employee who wishes to continue working to provide a physician's statement approving the continuance of her current work duties.

Before returning to work following a pregnancy disability leave of absence, the employee shall submit a physician's verification stating the employee's ability to return to work. Unless the leave is otherwise extended, at the end of the four (4) month pregnancy disability leave period the employee shall be required to return to work full time. If approved by the employee's physician, the Department Director and the Human Resources ~~Director~~ Manager, the employee may choose the option of returning to work prior to the conclusion of the four (4) month period on either a full-time or part-time basis and receive pro-rated benefits.

Up to an additional two (2) months of pregnancy disability leave may be granted for medical reasons if the employee's physician provides a written statement indicating the employee's inability to perform her duties or any feasible "limited duties." Such an extension of pregnancy disability leave is subject to the approval of the City Manager whose decision is final and conclusive. Nothing herein shall guarantee an extension beyond the standard four (4) months of leave.

An employee may take both pregnancy disability leave, and subsequently State family care and medical leave to be with a newborn. The employee is entitled up to four (4) months of pregnancy disability leave, plus an additional twelve (12) weeks using the State family care and medical leave provisions.

7.45 FAMILY CARE AND MEDICAL LEAVE

Leaves of absence shall be granted to employees who have full-time career service with the City during the previous 12-month period, for the reason of childbirth, adoption, foster care, parental care, serious family illness, or for an immediate family member or the employee's own serious health condition, provided such leave shall not exceed twelve (12) weeks of leave in a twelve (12) month rolling period. When both parents are employed by the City, the two employees are only entitled to receive a combined twelve (12) weeks for the birth, adoption, or foster care of a child.

At the commencement of a family leave of absence, employees may first use all Frozen Sick Leave, and then any other accrued leave available, such as accrued Annual Leave or compensatory time off and, thus, continues to receive pay. Pay will cease when all accrued allowances have been used, and the employee shall receive leave without pay and be subject to all policies governing leave without pay, except as modified herein. The use of accrued time off shall not extend the length of the leave.

The City requires the following information on a certification of the need for this leave:

- A. The date on which the serious health condition commenced
- B. The probable duration of the condition
- C. In the case of caring for a family member, an estimate of the amount of time the employee needs to care for the individual
- D. That the serious health conditions warrant participation of a family member to provide care during the period of treatment

In the case of an employee's own serious health condition, if the employee is unable to perform the functions of his or her position, the City can seek second and third opinions at its cost.

A serious health condition means an illness, injury, or impairment, or physical or mental condition that involves one of the following: hospitalization; absence of three (3) days plus treatment; pregnancy; chronic conditions regarding treatment; permanent/long term conditions requiring supervision; or multiple treatments (non-chronic conditions).

When an employee is on unpaid family leave, the City shall continue payment of benefit premiums for the employee and his/her dependents. The City shall not continue payment of PERS retirement contributions unless the employee is continuing to receive pay from the City by utilizing accrued allowances. Annual Leave shall not accrue during a family leave of absence unless the employee is continuing to receive pay.

An employee who takes a family leave of absence shall have his/her anniversary date extended by the same length of time as the unpaid portion of the family leave. For purposes of this section, paid portions of family leave include only those portions for which payments are received on account of Annual Leave or compensatory time off. If an employee takes a family leave of absence while on probation, his/her probationary period shall be extended the same length of time as the family leave. Such extensions of anniversary dates and probationary periods, which arise as a result of this policy, shall not be perceived as casting aspersions on any employee, but rather as a way to more accurately monitor employee performance. Family leave shall not constitute a break in service for purposes of longevity or seniority.

The employee should request a family leave of absence by submitting the proper form to his/her supervisor, signed by the Department Director, concurred by the Human Resources ~~Director~~Manager, and approved by the City Manager. Forms may be obtained in the Human Resources Department. For a more detailed understanding

of this policy, the employee should read the complete Family Leave Policy in the City's Administrative Policy Manual.

Employees may take 40 hours of Annual Leave per school year to consult with the school teachers or counselors of children, stepchildren, or children of domestic partners, or to attend their school activities. This time is to be taken against any leave accruals except sick leave. If no accrual is available, leave without pay may be used. As this is State law, supervisors must approve this leave up to 40 hours annually per child. The employee must provide evidence of this school appointment. Supervisors need not approve more than eight (8) hours in a month.

7.50 LEAVE OF ABSENCE WITHOUT PAY

Any employee who is absent from work and who is not on leave of absence with pay shall be considered to be on leave of absence without pay, if such leave has been authorized by the proper authorities.

This section is designed to grant special requests for leaves of absence without pay that are not specifically addressed in either the military leave, FMLA, or pregnancy disability leave sections of these Personnel Rules.

A leave of absence without pay must be approved by the appropriate Executive Manager. Leave without pay in excess of one week shall also require the approval of the Human Resources ~~Director~~ Manager. No leave of absence without pay shall be granted unless the employee requests the leave in writing and includes the reason for the request. Approval by the appropriate authority shall be in writing. No leave of absence without pay pursuant to this Section shall be requested or authorized for the purpose of imposing disciplinary action upon any employee. The supervisor may require leave without pay in the event an employee is late for work or misses work without valid approval. In this case the supervisor would annotate the employee time sheet with leave without pay for the absent time.

An employee on a leave of absence without pay shall not receive compensation on accrued Annual Leave. After thirty (30) consecutive working days on a leave of absence without pay, contributions to retirement, life insurance, medical, dental, or other designated benefit plans shall be suspended until the employee is reinstated. However, upon approval of a leave of absence without pay, the employee may elect to continue his or her benefits coverage at his or her own expense, with the exception of retirement benefits, which may not be so continued. Any employee requesting a leave of absence without pay shall utilize all of his or her accrued compensatory time off or Annual Leave prior to the start of the leave without pay.

Any employee who takes a leave of absence without pay for more than 30 work-days in a calendar year shall have his or her anniversary date extended by the same length of time as the leave without pay. If an employee takes a leave of absence without pay while on probation, his or her probation period shall be extended the same length of time as the leave without pay. Such extensions of anniversary dates and probationary periods, which arise as a result of this policy, shall not be perceived as casting aspersions on any employee, but rather as a way to more accurately monitor employee performance.

Upon expiration of an approved leave of absence without pay, the employee shall be reinstated to the position he or she occupied at the time leave was granted. Unauthorized failure on the part of an employee to report to work upon expiration of the leave of absence without pay shall constitute job abandonment and will result in dismissal.

It is the responsibility of the employee to submit a written request for a leave of absence within two weeks before such leave would begin stating the reason for the request, the date such leave will begin, and the duration of the leave. A "Leave of Absence Request" form and a "Payroll Action Form" must also be completed. Failure of an employee to apply for leave of absence and complete all necessary forms will be considered to be absent without

leave, and all City-paid benefits will be terminated. Any unauthorized absence of an employee from duty shall be deemed to be absent without pay and may be cause for disciplinary action. Failure to report for work or call in for three (3) consecutive workdays shall be considered a voluntary resignation.

7.55 MILITARY LEAVE

Military Reserve Leave shall be granted under the provisions of State Law, which, in pertinent part at the present time, defines military reserve leave as: “military duty ordered for purposes of active military training, encampment, naval cruises, special exercises, or like activity as such member, provided that the period of ordered duty does not exceed 180 calendar days in a fiscal year, including time involved in going to and returning from the duty, but not for inactive duty (for training) such as scheduled reserve drill periods.”

For the purposes of this Section, “active military training” shall be defined as a period of training (i.e. encampment, naval cruises, special exercises, or like activities) that normally occurs once a year over a two-week interval. “Inactive duty for training” and “scheduled reserve drill periods” shall be defined as the weekend periods of training that are scheduled once a month. Such weekend drills do not conflict with normal working hours within the City.

Employees must submit a copy of military orders to their Department Director and the Human Resources ~~Director~~Manager prior to the beginning of the military leave period and as soon as the employee knows of the need to request such leave, except where military necessity dictates.

Employees shall receive their full regular pay during the first thirty (30) calendar days of “military leave” in any one fiscal year. After the first thirty (30) days of military leave in a fiscal year, employees will continue to receive the same compensation less any military pay up to one year during the period of active military leave.

Employees on a military leave of absence shall receive the same Annual Leave and the same rights and privileges to promotions, continuance in office, employment, reappointment to office, or reemployment that they would have enjoyed had they not been absent there from. Contributions to retirement, and medical and dental plans that are not otherwise provided by military coverage during active duty, shall be continued until the employee is reinstated, provided that the period of ordered duty does not exceed three (3) years.

Except for probationary employees, an employee’s anniversary date shall be extended if his or her military leave of absence is in excess of thirty (30) days per fiscal year. If an employee’s military leave of absence exceeds thirty (30) days per fiscal year, his or her anniversary date shall be extended the same length of time as his or her leave of absence, minus the first thirty (30) days (i.e. if the employee’s military leave of absence is forty-five (45) days, the employee’s anniversary date shall be extended fifteen (15) days). If an employee is required to perform military reserve duties while on probation, his or her probationary period shall be extended the same length of time as the military leave. Such extensions of anniversary dates and probationary periods, which arise as a result of this policy, shall not be perceived as casting aspersions on any employee, but rather as a way to more accurately monitor employee performance.

The City shall reinstate those employees returning from a military leave of one year or less to the position they occupied prior to taking a military leave of absence or to a position of comparable seniority, status, and pay, if such position exists, upon presentation of a certificate of satisfactory completion of service and if such employees are qualified to return to their former positions. If no such comparable position exists, the employee shall have the same rights and privileges that he or she would have had if he or she had occupied the position when it ceased to exist and had not taken a temporary military leave of absence.

Any employee who, in time of war or national emergency as proclaimed by the President or Congress, is ordered by the military to active duty, shall have a right, if released, separated, or discharged under conditions other than

dishonorable, to return to his/her former classification within one year after termination of his/her active service with the armed forces, but not later than six (6) months after the end of the war or national emergency. (See Government Codes 395.1, 146, and 395.05.)

7.60 ON-THE-JOB INJURIES AND WORKERS' COMPENSATION COVERAGE

All injuries and illnesses arising out of, and in the course and scope of employment with the City, including first aid injuries, shall be reported immediately to the appropriate supervisor. The supervisor, upon receiving notice of the accident, shall be responsible for (1) giving the injured employee an "Employee's Claim For Workers' Compensation Benefits" (DWC-1) form within twenty-four (24) hours; and (2) immediately notifying Human Resources of the accident in accordance with Labor Code provisions. The Human Resources Department shall be responsible for completing an "Employer's Report of Occupational Injury or Illness (form 5020)."

An employee incapacitated on account of an injury or illness arising out of and in the course and scope of employment may be entitled to:

- A. Medical care to cure the injury
- B. Rehabilitation services necessary to return to work; and
- C. "Temporary disability" payments in lieu of lost wages, commencing three (3) days after the injury occurs

If an occupational injury or illness is severe and requires immediate medical attention, first aid should be rendered, and medical treatment should be obtained at the closest City-designated medical treatment facility. For severe accidents occurring outside the City limits, medical treatment should be obtained at the closest medical facility. Use of paramedic services is automatically authorized if the injury is life threatening.

In the case of an occupational injury that requires medical attention within the first twenty-four (24) hours or develops symptoms after the first twenty-four (24) hours following the injury, the employee shall immediately notify his or her supervisor and the employee's supervisor shall notify Human Resources. If the employee has not submitted a properly completed "Employee Notification of Personal Physician" form to Human Resources for treatment of job-related injuries, all medical treatment shall be provided through the City's designated medical service providers for the first thirty (30) days after the date of the injury. If the employee has submitted a properly completed "Employee Notification of Personal Physician" form to the Human Resource Department for treatment of job-related injuries, an appointment may be scheduled with the employee-designated medical service provider. The employee shall notify Human Resources prior to scheduling the appointment, if he or she has chosen to be treated by an employee-designated medical service provider.

A career employee who is disabled by injury or illness arising out of and in the course and scope of his or her duties shall suffer no loss in City pay or accrued Annual Leave for the first three (3) days of absence from work because of such disability. If a career employee's absence persists in excess of three (3) days, the employee may be eligible for "temporary disability" payments. State law shall determine the "temporary disability" payment an employee can expect to receive from Workers' Compensation Insurance. City policy allows for career employees incapacitated by reason of an injury or illness arising out of and in the course and scope of his or her employment to receive fully paid Workers' Compensation Leave (i.e., equal to the employee's regular base pay compensation, including reduced pay due to furlough pay reduction). This is for the first six (6) months and then receive 66-2/3% of the gross salary through the City's Long Term Disability Plan up to the maximum by Labor Code beyond the six (6) months after the injury. This applies unless the employee is hospitalized for greater than 90 days or is not allowed by the City to return to light duty even though authorized by competent medical

authority to return to limited duty. The City shall allow the employee to use Annual Leave or compensatory time in order to equal his/her normal salary after the six (6) months. If the employee is unable to return to work due to a permanent disability and retires under CalPERS benefits, the employee may also be eligible for long-term disability plan benefits under the provisions, requirements and limits of the plan. Once all accrued leave is exhausted, compensation would be 66-2/3% of gross salary and all leave benefits will cease to accrue. Such worker's compensation shall commence three (3) days after the injury occurs, or after temporary disability begins, and shall conclude with the termination of such a temporary disability, upon reaching a permanent and stationary condition, as determined by competent medical evidence, or upon the completion of one (1) year on-the-job injury leave, whichever comes first. If the employee is still unable to work after one year, the City may initiate processing a PERS disability retirement application on behalf of the employee. Employees with injuries or illnesses that persist beyond six (6) months may be eligible for workers' compensation temporary or permanent disability payments. Workers' Compensation income is non-taxable.

Except for probationary employees, an employee's anniversary date shall be extended if his or her Worker's Compensation related injury or illness is in excess of thirty (30) days per fiscal year. If an employee's Worker's Compensation related injury or illness exceeds thirty (30) days per fiscal year, his or her anniversary date shall be extended the same length of time as the injury or illness, minus the first thirty (30) days (i.e., if the employee's injury or illness is forty-five (45) days, the employee's anniversary date shall be extended fifteen (15) days). If an employee experiences a Workers' Compensation related injury or illness while on probation, his or her probationary period shall be extended the same length of time as the injury or illness. Such extensions of anniversary dates and probationary periods, which arise as a result of this policy, shall not be perceived as casting aspersions on any employee, but rather as a way to more accurately monitor employee performance.

Workers' Compensation leave and benefits shall be granted to an employee upon presentation to the City of a properly completed claim form and presentation of a physician's certificate of temporary disability status. A claim denied by the Workers' Compensation Board, a written statement from the treating physician indicating that the employee's condition is permanent and stationary, or separation from City service shall terminate an employee's eligibility for Workers' Compensation leave and any applicable benefits for that particular injury or illness.

The City maintains its right to require that an employee receiving workers' compensation benefits see a City-designated physician on a periodic basis to determine the employee's disability status. When an employee is given a permanent disability rating by the Disability Rating Bureau of Workers' Compensation Appeals Board of the State of California, the employee may return to work provided that he or she can perform his or her assigned duties safely without endangering his or her health or safety, or that of others.

The City also maintains its right to require an employee to return to work on a limited or modified duty status, provided that he or she has received written authorization, including stated restrictions, from the City-designated physician as well as from Human Resources and the Department Director. Such modified duty must be of a temporary nature, usually limited to 90 days.

The City should communicate in writing with the employee's authorized physician to obtain the modified duty authorization. It should provide the doctor with a description of the employee's regular duties as well as a description of all proposed modified duty to be assigned and provide a copy of that correspondence to the employee. The treating physician should provide to the City and the employee a written modified duty authorization, including specific limitations and restrictions, as well as assignments the doctor authorizes the employee to perform.

An employee who declines a modified duty position, which meets the treating physician's requirements, may be subject to disciplinary action, up to and including termination. If an employee is medically stationary, but has not been released to his or her regular budgeted position and is one for whom a reasonable accommodation cannot be made, then that employee is subject to medical layoff or medical retirement.

Additional information concerning Workers' Compensation Leave or benefits may be obtained by contacting Human Resources and by referring to Risk Management Policy 6.19, Modified Duty/Return to Work Policy.

7.65 VOTING LEAVE

In accordance with State law, the City of Moreno Valley encourages all employees to vote in local, state, and national elections. Employees are encouraged to vote outside of normal working hours. Under special circumstances, an employee who does not have ample time to vote outside of normal working hours may make arrangements with his or her supervisor to take up to two hours with pay in order to vote.

SECTION 8: CONDUCT AND DISCIPLINARY GUIDELINES

8.05 GENERAL STATEMENT OF POLICY

It is the City's belief that rules of conduct are most effective when they are written and communicated to employees and supervisors, consistently enforced, and the difference between major and minor forms of misconduct is recognized.

The City's goal is to administer discipline on an equitable and corrective basis. Effective discipline reinforces training by identifying rules and their reasons, correcting misconduct or improving job performance, serving as a deterrent through enforcement, and penalizing in relation to the severity of the offense and the employee's past record.

8.10 CUSTOMER SERVICE POLICY

Moreno Valley residents depend on each City employee to render service speedily, efficiently, effectively and courteously. The following guidelines express in part the expectations of how employees are to implement the customer service philosophy of the City:

- A. Employees shall keep themselves informed in order to perform their jobs effectively
- B. Employees shall be concerned about the welfare of others
- C. Employees shall be considerate, tolerant, patient and fair with others
- D. Employees shall be cheerful and as positive as possible
- E. Employees shall use their training and capabilities to provide residents and businesses with the best service possible. Every effort should be made to provide correct answers and positive results

8.15 UNLAWFUL DISCRIMINATION

Any employee who harasses or unlawfully discriminates against any other person on the basis of the other person's religion, age, sex, marital status, race, color, national origin, ancestry, medical condition, pregnancy, political affiliation, mental/physical disability, or sexual orientation, including gender identity; or denies family and medical leave (FMLA), or pregnancy disability leave; or as retaliation against an

employee for filing a harassment and/or discrimination complaint, shall be subject to discipline in accordance with these Rules.

8.20 STANDARDS OF CONDUCT

Employees are encouraged to excel in their work. City employees are prohibited from engaging in any conduct which could reflect unfavorably upon the City. The following standards are intended to govern the actions of all City employees during their course of employment. Employees who violate these standards shall be subject to appropriate disciplinary actions.

- A. Employees shall abide by and carry out the ordinances, resolutions, policies, procedures, and the rules & regulations of the City of Moreno Valley.
- B. Employees shall always conduct themselves in a manner which reflects credit to the City and creates positive morale among City employees.
- C. Employees shall operate all equipment safely and utilize safe means of carrying out their duties.
- D. Employees shall follow instructions for all equipment and property.
- E. Supervisors shall manage in an effective, considerate and fair manner.
- F. Subordinates shall follow instructions in a positive, cooperative manner.
- G. Employees shall provide service with courtesy and a smile and avoid arguments with the public and other employees. If citizens become difficult, they should be referred to a supervisor.
- H. Employees shall avoid interpersonal conflict with others as it may affect productivity or the City's image. It is not necessary for everyone to like everyone else, but it is necessary to treat everyone respectfully, professionally, and courteously.
- I. Employees shall dress appropriately. Although dress will vary with the type of work done, neatness, cleanliness, and a professional image are essential. Uniforms must be kept in good condition and worn while on duty, if required. All field personnel who are supplied uniforms will wear their complete uniform at all times while on the job. Exceptions may be granted on a case-by-case basis by the immediate supervisor.

Political buttons or other attire that do not promote a professional image or may not provide adequate protection from work-related injuries shall not be worn while on duty.

- J. The use or possession of alcoholic beverage, illegal drugs, or controlled substances while on paid duty time, or working while under the influence thereof, will not be tolerated. Violation will result in disciplinary action, as outlined in Section 8.35 of these Rules. See Section 1.75 and 1.80 of the Rules.
- K. Employees should behave in their personal lives in such a manner as not to reflect discredit upon the City.

8.25 OBJECTIVE OF DISCIPLINARY GUIDELINES

The disciplinary guidelines outlined in Section 8 are intended to be standards for applying discipline on the job. The offenses listed are not intended as comprehensive coverage of the subject. The disciplinary actions listed are standards and guidelines. Individual circumstances may justify a supervisor, together with the Department Director and the Human Resources ~~Director~~Manager, administering more or less severe forms of disciplinary actions than those listed in these guidelines. The disciplinary authority must use reasonable judgment and proper documentation in each individual instance.

All disciplinary actions should be consistently enforced. "Consistently enforced" does not mean that a supervisor must assign the same penalty in each case, but rather, that the supervisor take some form of disciplinary action for each infraction. The supervisor must also be able to justify the level of discipline imposed in a particular case by objective criteria.

Any variations to these procedures will be reviewed by the Human Resources ~~Director~~Manager and approved in writing by the City Manager.

8.30 MAJOR AND MINOR OFFENSES

There are two classes of disciplinary actions – major and minor.

- A. Major: Misconduct that directly affects the safety or health of other employees or customers or misconduct that directly affects the success or survival of the organization.
- B. Minor: Misconduct that interferes with the smooth, orderly, planned, and systematic progression of work.

8.35 LEVELS OF OFFENSES

There are four levels of offenses listed. A documented pattern which shows a history of recent disciplinary problems can result in cumulative or more severe disciplinary actions, including disciplinary suspension, reduction in pay, demotion, or dismissal. Moderating circumstances which may result in less severe disciplinary action include an employee's positive work record, outstanding accomplishments, length of service, and extenuating circumstances of the violation.

- A. Engaging in any of the following conduct will most likely result in dismissal:
 1. Theft, embezzlement, or fraud.
 2. Falsification, unauthorized removal, or alteration of official City records or employment applications.
 3. Possession of, use of, or working while under the influence of alcoholic beverages or other controlled substances during City working hours, while on City property, while operating City vehicles, or while subject to duty (i.e. stand-by).
 4. Assault, battery, or fighting an individual while on duty or under the guise of office.
 5. Illegal possession or brandishing of weapons or firearms on City premises or property, while on duty or under the guise of office.
 6. Acceptance of bribes or extortion.
 7. Conviction of a felony or any crime involving moral turpitude.

8. Commission of an act involving moral turpitude, whether or not a conviction is obtained.
9. Harassment (as defined in Section 1.90 of these Rules) or unlawful discrimination against employees or others based upon race, color, age, marital status, pregnancy, sex, national origin, ancestry, ethnicity, religion, medical condition, mental or physical disability, or sexual orientation, including gender identity; or retaliation against an employee for filing a harassment and/or discrimination complaint; or denial of family and medical care leave or pregnancy disability leave.
10. Intentionally damaging property of value.
11. Job abandonment of three (3) consecutive workdays with no notification or approved absence.
12. Material false statement or omission on the employment application.
13. Driving on City business with a suspended or revoked driver's license.
14. Continuing unsatisfactory job performance.
15. Felony eavesdropping or electronic recording of confidential communication without consent of all parties to such communication.

This is not an exhaustive list. Other violations of a similar serious scope and nature will result in the above-mentioned disciplinary action.

B. Engaging in any of the following conduct will most likely result in disciplinary suspension without pay for five (5) to thirty (30) days, reduction in pay or dismissal depending upon the circumstances, accumulation, or pattern of offenses. Other recently documented violations along with this incident or the repeating of such offenses will result in dismissal.

1. Intentionally misusing or abusing City property or property of another.
2. Disregard for major safety rules.
3. Insubordination by refusing a supervisor's legitimate order.
4. Unlawfully restricting work efficiency and production.
5. Attempting to provoke a fight on City premises, threatening or deliberately intimidating others through threat of physical force.
6. Unauthorized release of information, which has been validly classified as confidential.
7. Intentional mistakes or gross negligence causing damage.
8. Use of authority for personal gain.
9. Dishonesty, including falsifying time records or other reports.
10. Driving on City business with an expired license.

This is not an exhaustive list. Other violations of a similar serious scope and nature will result in the above-mentioned disciplinary action.

C. Engaging in any of the following conduct will most likely result in a written reprimand on the first offense, a disciplinary suspension of one (1) to five (5) working days, reduction in pay, or demotion on the second offense, and possible dismissal on the third. Other recently documented violations in conjunction with this violation will result in more severe disciplinary action.

1. Unauthorized operation of tools, machinery or equipment.
2. Gambling on City property.
3. Disregard of minor safety rules including failure to report an injury or accident.
4. Abuse of authority.
5. Carelessness or inefficiency in completing assignments.
6. Unauthorized sleeping or unaccounted whereabouts while on duty.
7. Traffic violations, including preventable accidents, in City vehicles or while on City business.
8. Political activity which violates pertinent provisions of state or local law.
9. Unauthorized absences or excessive leave without pay.
10. Abusive language that is personally or professional insulting or derogatory, directed at a person or persons with normal sensibilities, in their presence.
11. Failure to notify the employee's supervisor of the loss of a required certificate or license, including driver's license.
12. Statements or allegations which are malicious, vexatious, or not made in good faith and designed to discredit another individual or agency.
13. Garnishment on two or more different debts within any one-year period.

This is not an exhaustive list. Other violations of similar scope and nature will result in the abovementioned disciplinary action.

D. Engaging in any of the following conduct will most likely result in either an informal discussion or formal warning on the first offense and a written reprimand on the second offense. Further incidents will result in more serious disciplinary action, including possible disciplinary suspension, reduction in pay, demotion or dismissal. Other recently documented violations in conjunction with this violation will also result in more severe disciplinary action.

1. Creating or contributing to unsanitary conditions.
2. Violation of smoking policy.

3. Unauthorized soliciting of contributions.
4. Distributing unauthorized printed matter on City time.
5. Failure to meet production or performance standards.
6. Engaging in behavior which prevents or hampers job performance.
7. Tardiness in reporting to work or leaving work early without supervisor approval.
8. Abuse of Annual Leave.
9. Abuse of breaks or lunch time.
10. Inability or unwillingness to work harmoniously with other employees.
11. Failure to contact supervisor when late or absent.
12. Failure to report change of vital information.
13. Failure to observe reasonable standards of personal appearance.
14. Failure to follow specified job instructions.
15. Minor safety violations, including housekeeping rule violations.
16. Frequent personal phone calls.
17. Frequent violations of established departmental rules and procedures.
18. Reading non-related material during work time when not authorized.
19. Misrepresentation of facts which does, or may lead to, a disruption of City business.
20. Posting or distributing materials or telling jokes, which are offensive to a person or persons with normal sensibilities.

This is not an exhaustive list. Other violations of similar scope and nature will result in the abovementioned disciplinary action.

SECTION 9: DISCIPLINARY ACTIONS

9.05 DEFINITION OF DISCIPLINARY ACTION

“Disciplinary Action” means action taken by the Department Director or designee for disciplinary reasons, pursuant to these Rules, and consistent with the philosophy of progressive discipline where appropriate. Such disciplinary actions include (1) a formal warning, (2) a written reprimand, (3) disciplinary suspension, (4) reduction in pay, (5) demotion, (6) dismissal, or (7) any other action taken for disciplinary purposes.

9.10 INFORMAL DISCUSSION

Though not a disciplinary action, when a minor job performance problem develops, an informal discussion shall usually occur to assist the employee in clarifying and remedying the problem. An informal discussion is designed to clarify standards, policies and procedures or rules and regulations so that problems are resolved early and thus, the need to utilize disciplinary action may be avoided.

9.15 FORMAL WARNING

The formal warning shall be given in response to minor misconduct. The warning should be prompt, calm, and constructive, and every effort shall be made for the formal warning to be given in private. The supervisor should include in the formal warning a review of appropriate department standards and policies, employee performance expected in the future and consequences for failure to correct performance or behavior.

9.20 WRITTEN REPRIMAND

The written reprimand shall be given by the Department Director or designated authority when a formal warning has not succeeded in stopping the misconduct or when the misconduct is considered too serious to warrant a formal warning. Misconduct includes failure to meet City performance standards. The Department Director should first counsel the employee about the misconduct, as if giving a formal warning. At the end of the discussion, if no extenuating circumstances are discovered, the Department Director shall inform the employee that a letter of reprimand shall follow and shall be placed in his or her central personnel file located in the Human Resources Department. The written reprimand should include a full, accurate and factual statement of the reason for the reprimand including the date and time of the event which is the cause of the reprimand, if applicable, appropriate department standards and policies, employee performance expected in the future, and consequences for failure to correct performance or behavior.

9.25 DISCIPLINARY SUSPENSION

Disciplinary suspensions without pay are actions which generally deprive an employee of pay for any period up to thirty (30) working days and are usually given when serious misconduct or repetition of past problems for which the employee has been reprimanded require a strong management response. The nature of the offense, its severity and the circumstances dictate the length of suspension. Recurrence of the same or similar offenses can result in a second or third disciplinary suspension of progressively increased duration or in a dismissal. A disciplinary suspension is given an employee when formal warnings or written reprimands have not been effective, or when the misconduct warrants more than a written reprimand.

Employees who are categorized as exempt under the Fair Labor Standards Act may only be suspended without pay for infractions of safety rules of major significance such as rules relating to the prevention of serious danger in the workplace or to other employees. Exempt employees may also be subject to disciplinary suspensions of one or more full days without pay for infraction of workplace conduct rules applicable to all City employees.

The City distinguishes between minor disciplinary suspension as one (1) to five (5) working days and major disciplinary suspensions as six (6) to thirty (30) working days. Minor suspensions can be used as steps in progressive discipline. Major suspensions are used as a more severe step in progressive discipline or where the act of misconduct does not warrant dismissal.

Department Directors shall institute disciplinary suspensions only after receiving approval from the Human Resources ~~Director~~Manager.

9.30 REDUCTION IN PAY

The reduction of an employee's base pay is the action given when a disciplinary suspension has not been effective, or when the misconduct is too serious for disciplinary suspension alone.

Department Directors shall institute a reduction in an employee's base pay only after receiving approval from the Human Resources ~~Director~~Manager.

9.35 DEMOTION

The Department Director may demote an employee for disciplinary reasons or because the employee's ability to perform the required duties falls below standards for that position, provided that the employee has been given a reasonable time to improve. Upon request of the employee, and with the consent of the appointing authority, demotion may be made to a vacant position. No employee shall be demoted to a position unless he or she possesses the minimum qualifications for such a position.

Department Directors shall institute a demotion only after Human Resources ~~Director~~Manager approval.

9.40 LAST CHANCE EMPLOYMENT AGREEMENT

When the City, the bargaining unit representative (only when requested by employee to be involved) and the affected employee all agree that the affected employee should be given one last chance before administering dismissal, a Last Chance Employment Agreement may be administered and signed by all parties. This written employment agreement gives the employee who has committed serious misconduct one last chance to keep the employee's job. The agreement provides details about the employment misconduct, sets forth the City's expectations for continued job performance, and defines the employment consequences for failure to meet those expectations – usually termination of employment, with a condition that the employee waive any future rights of appeal of the termination.

9.45 DISMISSAL

Dismissal or involuntary separation of an employee from City employment shall be imposed only when all other disciplinary measures have failed, and the employee is deemed beyond rehabilitation or when an act of misconduct is deemed very serious. A career employee may be dismissed by the Department Director for just cause as outlined in these Rules.

Department Directors shall institute a dismissal only after Human Resources ~~Director~~Manager approval.

9.50 RESIGNATION – AN ALTERNATIVE TO DISCIPLINARY ACTION

At times, an employee may offer to resign instead of facing disciplinary action. By doing so, the employee loses the right to appeal. A resignation must be completely voluntary.

9.55 DOCUMENTATION OF DISCIPLINARY ACTION

All disciplinary actions should be fully documented and placed in the employee's personnel file.

A formal warning should be documented on a form prescribed by the Human Resources ~~Director~~ Manager. The employee shall receive a copy of the documented formal warning, and a copy shall be placed in the employee's personnel file in the Human Resources Department. If the employee chooses to respond, that reply will also be placed in the employee's personnel file and be attached to the supervisor's record of formal warning.

If the action taken is a disciplinary probation, a disciplinary suspension, a reduction in pay, a demotion, or a dismissal, documentation shall be in accordance with Section 10.20(1). A copy of all such disciplinary documents shall be placed in the employee's central personnel file located in the Human Resources Department. The employee shall sign and receive a copy of such disciplinary documents. If the employee refuses to sign the statement, that fact should be noted in writing by the supervisor.

9.60 EMPLOYEE REPRESENTATION

A represented employee is entitled to the presence of an Association representative during an investigative interview conducted by the manager whenever the employee reasonably believes that the interview might lead to or result in disciplinary action affecting any property right (i.e., suspension, pay reduction, demotion, or dismissal). The employee must request the representation. ~~The manager is not obligated to inform the employee of the right to representation. The employee does not have a right to representation at every, or any, contact with a supervisor.~~

~~The employee does have the right to a specific representative. When the representative is a nonemployee agent, the manager is not required to wait to hold the interview at a time the consultant would be available beyond 24 work hours.~~ The employee and representative must be allowed a reasonable period of time to confer in advance of the interview.

SECTION 10: PROCEDURAL DUE PROCESS FOR DISCIPLINARY ACTIONS

10.05 ACTIONS THAT ARE NOT APPEALABLE

Denial of merit or pay increases, performance evaluations (except as provided in Section 5.10), informal discussions, oral counseling, formal warnings, and written reprimands cannot be appealed.

10.10 DISCIPLINARY ACTION SUBJECT TO SKELLY PROCEDURE

Prior to a disciplinary suspension, a reduction in pay, a demotion, or a dismissal of a career employee for disciplinary purposes, the procedure set forth in this Section shall be complied with.

Disciplinary suspensions of less than five (5) days may be immediately implemented so long as the "Skelly" procedure is then promptly followed. (Section 10.20)

10.15 ADMINISTRATIVE SUSPENSIONS WITH PAY

Pending investigation of an accusation against an employee, the City Manager may approve the temporary suspension of an employee with pay, pending the undertaking or completion of an investigation or opportunity to respond as may be required to determine if any disciplinary action shall be taken.

10.20 SKELLY PROCEDURE/DUE PROCESS

- A. Written Notice: The Department Director or designated authority shall give the employee a written notice of the proposed disciplinary action at least ten (10) working days prior to the effective date. The written notice shall be personally delivered to the employee or sent by certified mail to the employee's last known address.

The notice should include the following information:

1. A description of the proposed action to be taken and its proposed effective date or dates
2. The specific grounds and particular facts upon which the action is proposed to be taken
3. The employee's right to receive a copy of the written materials alleged to support the proposed action; and
4. A statement advising the employee of the right to respond, orally or in writing, and the time period in which to do so

- B. Employee Review and Response: The employee shall be given an opportunity to review the documents or materials upon which the proposed disciplinary action is based. Within ten (10) working days after receipt of the written notice, the employee shall have the right to respond to the Department Director, orally or in writing, concerning the proposed action. Failure to respond within the time specified may result in the employee's waiver of his or her pre-disciplinary procedural rights. By mutual agreement, the specified time period may be extended. Appeal shall be addressed to the Department Director regardless of which supervisor may have issued the Skelly Letter.

- C. Department Director Decision: The Department Director or designated authority shall, within ten (10) working days, provide a written decision to the employee after reviewing the employee's response, if any. The decision shall be personally delivered to the employee or sent by certified mail to the employee's last known address. The decision shall acknowledge the employee's response and shall be dated and signed by the Department Director. If disciplinary action is to be taken, the written response shall include a statement informing the employee of the right to appeal and the time period within which the appeal must be made.

If mutually agreed upon, the effective date of any proposed disciplinary action may be postponed to allow the Department Director enough time to adequately review the employee's response before making a decision.

10.25 APPEAL OF DEPARTMENT DIRECTOR'S DECISION

A career employee may appeal a Department Director's decision within ten (10) working days of receiving the decision. An appeal shall be accompanied by a copy of the written notice of disciplinary action served

on the employee, the Department Director's written decision, a brief statement of the facts and reasons for the appeal and a brief statement of the relief requested.

If, within the ten (10) day appeal period, the employee involved does not file an appeal, unless good cause for the failure is shown, the action of the Department Director or designated authority shall be conclusive. If an employee withdraws the appeal, the employee waives the right to further review. Upon approval of the City Manager, the Human Resources ~~Director~~ Manager may designate any other non-involved Department Director to act on his or her behalf on such matters. Appeals filed within the ten (10) day requirement shall be handled in accordance with the following provisions:

- A. Minor Disciplinary Suspension, Reduction in Pay, and Demotion: An employee may appeal a disciplinary suspension of 5 days or less, or a reduction in pay of 5% or less annualized by submitting a written response to the Human Resources ~~Director~~ Manager within ten (10) working days after the employee has received the Department Director's decision. Such an appeal and decision of the matter is based only upon the written record.

The Human Resources ~~Director~~ Manager shall render a written decision within ten (10) working days after receipt of the appeal. The Human Resources Director may modify the disciplinary action, but in no event shall have the authority to increase the disciplinary action. The Human Resources ~~Director~~ Manager's written decision is the final and conclusive administrative review.

- B. Major Disciplinary Suspension, Reduction in Pay, and Demotion: Disciplinary suspensions of greater than 5 days, reductions in pay greater than 5% annualized, or any demotions from class to class may be appealed to the City Manager. The City Manager may designate a non-involved Department Director or the Human Resources ~~Director~~ Manager to hear the appeal and act on his behalf on such matters.

The City Manager or designee shall act as Hearing Officer and determine the hearing procedure. The hearing need not be conducted according to technical rules relating to evidence and witnesses. However, the City Manager shall ensure that the matter before him or her can be fairly determined on reliable evidence. The Hearing shall be conducted in accordance with Section 11.30.

The City Manager or designee shall render a written record of his or her findings, conclusion and decision as soon after the conclusion of the hearing as possible and in no event later than twenty (20) working days after conducting the hearing, unless the parties otherwise agree. The City Manager may modify the disciplinary action, but in no event shall have the authority to increase the disciplinary action. The City Manager's decision on the appeal is final and conclusive administrative review.

- C. Dismissal: An employee wishing to appeal a dismissal must submit a request for a hearing officer to the Human Resources ~~Director~~ Manager within ten (10) working days from receipt of the Department Director's decision. An Appeals Hearing on the appeal shall be conducted in accordance with Section 11. Upon mutual agreement of the employee and the City Manager, the employee may waive the right to the Appeals Hearing and present the appeal directly to the City Manager. If the employee chooses to appeal the Department Director's decision directly to the Human Resources ~~Director~~ Manager, the employee forfeits the right to appeal to a Hearing Officer.

At any hearing before the Human Resources ~~Director~~ Manager, City Manager or a Hearing Officer, subpoenas may be issued in accordance with the Government Code.

10.30 AMENDED NOTICE OF DISCIPLINARY ACTION

At any time before an appeal is submitted for decision, the Department Director or designated authority may, with the consent of the Human Resources ~~Director~~Manager, amend the disciplinary action or provide a supplemental notice of disciplinary action.

A decision not to impose any disciplinary action should be accompanied by a directive from the Department Director to delete all references to the pending action from the employee's personnel file(s). Failure by the Department to make further investigations or to provide an additional written answer shall not affect the ability of the City to impose disciplinary action.

If the amended or supplemental notice of disciplinary action presents new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare a response in accordance with Section 10.20, but the employee shall not be required to file a further appeal. Any objections to the amended or supplemental causes or allegations may be made verbally or in writing during the appeal interview.

SECTION 11: APPEALS HEARING PROCESS

11.05 SELECTION OF A HEARING OFFICER

Within ten (10) working days from receipt of the written request for an appeals hearing pursuant to Section 10.25, the employee or designated representative and management representative shall select a Hearing Officer from a designated list. A paid outside Hearing Officer is only allowed in cases involving dismissal. The Hearing Officer shall be selected by mutual agreement or by the alternate striking of names from a pre-determined or standing list of Hearing Officers. The party to strike the first name shall be determined by chance. Only Hearing Officers who do not require transcription services, other than only an electronically recorded record, are to be used unless both parties agree otherwise.

The list shall contain at least seven (7) names and not more than twelve (12) names of persons qualified and willing to serve as a Hearing Officer. Employees, employee representatives and management representatives shall submit nominees for the list of Hearing Officers. If the total number of nominees is greater than the maximum number allowed on the list, the list shall be narrowed to the maximum number by consultation between management and employee representatives utilizing the strike out process. If a person withdraws his or her name from a list bringing the number of names below the designated minimum number, a name shall be added to the list. The list shall be revised at least every three (3) years.

11.10 SCHEDULING THE HEARING

Both parties shall endeavor to schedule the hearing as soon as possible. It is recognized that the schedule of the Hearing Officer, who is mutually selected, is dependent upon his/her already established schedule and availability. The City and the bargaining unit will jointly endeavor to identify the Hearing Officer within ten (10) working days of the employee's written request for one. All affected parties shall be notified in writing of the date, time and place of the hearing at least five (5) working days prior to the hearing. The Hearing Officer, prior to or during the hearing, may grant a continuance for any reason he or she believes to be important to it reaching a fair and proper decision.

All hearings shall be closed unless the employee requests an open hearing. No still photographs, moving pictures, or television pictures shall be taken in the hearing room during a hearing.

11.15 HEARING REPRESENTATION

Each party shall have the right to represent themselves, to be represented by legal counsel, or to be represented by any other person of his or her choice, except that no supervisor or Department Director shall be represented in appeal matters by an employee whom he or she may supervise, and no employee shall be represented in appeal matters by a supervisor or Department Director.

11.20 RECORDATION OF HEARING

All appeal hearings shall be recorded. The Human Resources ~~Director~~Manager shall arrange for the production of any relevant City record.

11.25 HEARING EXPENSES

All expenses for a Hearing Officer, including but not limited to, per diem expenses, travel and subsistence expenses, and the cost of the hearing room will be borne equally by the City and the employee. Each party shall make arrangements for and pay expenses of witnesses that are called by such party, except that any City employee called as a witness shall be released from work without loss of compensation or other benefits to give testimony at the hearing.

Prior to the hearing, the Hearing Officer shall draw up a contract and each party shall sign the contract agreeing to these payment conditions and any payment terms. A copy of the contract shall be given to the employee, and another shall be given to the Human Resources ~~Director~~Manager. The Hearing Officer shall retain the original contract.

11.30 HEARING PROCEDURE

The Hearing Officer shall give all interested parties a reasonable opportunity to be heard on relevant issues. The hearing procedure shall be determined by the Hearing Officer. The hearing need not be conducted according to technical rules relating to evidence and witnesses. The Hearing Officer shall observe the intent of such rules to the end that the matter before him or her can be fairly determined on reliable evidence. All interested parties shall have the following rights:

- A. To call and examine witnesses
- B. To introduce exhibits
- C. To cross-examine opposing witnesses on any matter relevant to the issue, even if the matter is not covered in the direct examination
- D. To impeach any witness regardless of which party first called him or her to testify
- E. To rebut the evidence against them; and
- F. To present oral and written arguments

11.35 HEARING OFFICER'S RECOMMENDATION

The Hearing Officer shall determine relevancy, weight, and credibility of testimony and evidence, and shall base his or her findings on the preponderance of evidence. Hearsay evidence shall be admitted and may be used for the purposes of supplementing or explaining any direct evidence, but if objected to,

shall not be sufficient in itself to support a finding. The Hearing Officer shall submit a written record of his or her findings, conclusion and recommendation to the City Manager as soon after the conclusion of the hearing as possible and in no event later than thirty (30) working days after conducting the hearing, unless the parties agree otherwise. The Hearing Officer may recommend sustaining, rejecting, or lessening the disciplinary action invoked against the employee.

11.40 CITY MANAGER'S DECISION

Upon review of the hearing record, the City Manager shall have the right to accept, modify or reject the Hearing Officer's recommendation. If the City Manager decides not to review this matter, the decision of the Hearing Officer on the appeal shall be the final administrative action. Within ten (10) working days, the City Manager should deliver a copy of his or her written decision to the employee. The decision of the City Manager shall be the final administrative action.

SECTION 12: GRIEVANCES

12.05 MATTERS SUBJECT TO GRIEVANCE PROCEDURES

A "grievance" is a job-related complaint by an employee regarding the terms and conditions of employment which arise out of a specific fact situation or transaction, other than discipline, that result in an alleged inequity or damage to the employee. The solution of any such grievance is wholly or partially within the province of the City to rectify and will involve the interpretation or application of existing ordinances, rules, regulations, or policies administered by the employee's Department Director or designated authority concerning wages, hours, other terms and conditions of employment.

12.10 MATTERS NOT SUBJECT TO GRIEVANCE PROCEDURES

The following matters are not subject to the grievance procedure:

- A. Employee discipline.
- B. Oral or written warnings, reprimands, or counseling.
- C. Employee performance evaluations.
- D. Management of the City generally and issues of City or Department policy.
- E. Necessity and organization of any service or activity conducted by the City including the expansion or reduction of services or workforce.
- F. Determination of the nature, manner, means, technology, and extent of services to be provided to the public.
- G. Methods of financing.
- H. Types of equipment or technology to be used.
- I. Determination of and/or change in facilities, methods, technology, means and size of the work force by which City operations are to be conducted.

- J. Determination of and change in the location, number of locations, relocations and types of operations, processes and materials to be used in carrying out City functions.
- K. Work assignments and schedules in accordance with requirement as determined by the City.
- L. Establishment, implementation, and modification of productivity and performance programs and standards.
- M. Reductions in force or layoffs for lack of work or other non-disciplinary reasons.
- N. Establishment and approved modifications of job classifications.
- O. Determination of standards, policies and procedures for selection, training, and promotion of employees.
- P. Establishment, implementation, and modification of Departmental organizations, supervisory assignments, chains of command, and reporting responsibilities.
- Q. Levels of compensation, pay, and benefits based upon budgetary and fiscal considerations.

12.15 FREEDOM FROM REPRISAL

No employee shall be subject to coercion or disciplinary action for discussing a request or complaint with his or her immediate supervisor, or for filing a grievance petition.

12.20 CONSOLIDATION

Grievance petitions involving the same or similar issues, filed by employees in the same representation unit, may be consolidated for presentation at the discretion of the person hearing the petitions.

12.25 RESOLUTION

Any grievance petitions resolved at any step of the grievance procedure shall be considered conclusive.

12.30 WITHDRAWAL

Any grievance petition may be withdrawn by the grievant at any time, without prejudice.

12.35 RESUBMISSION

Upon consent of the person hearing the grievance petition and the grievant, a petition may be resubmitted to a lower step in the grievance procedure for reconsideration.

12.40 EMPLOYEE REPRESENTATION

If requested, an employee may have representation in the preparation and presentation of the grievance at any step in the formal grievance procedure, except that no supervisor or Department Director shall be represented by an employee whom he or she may supervise, and no employee shall be represented by a supervisor or Department Director.

The employee(s) and one employee representative are entitled to be released from work for a reasonable period of time in order to present the grievance.

12.45 MISCELLANEOUS

If an employee is given a legitimate order that he or she wishes to grieve, the employee must first complete the assignment and file a grievance later unless the assignment endangers the health or safety of the employee or others or if the requested assignment violates the employee's constitutional rights.

12.50 INFORMAL GRIEVANCE PROCEDURE

Every effort should be made to resolve a grievance through discussion between the employee and the employee's immediate supervisor, unless extenuating circumstances exist. If the employee is not satisfied with the decision reached through the informal discussion or if extenuating circumstances exist, the employee shall have the right to file a formal grievance in accordance with Section 12.55.

12.55 FORMAL GRIEVANCE PROCEDURE

Step I

If the employee is not in agreement with the decision rendered in the informal grievance procedure, an employee shall have the right to present a formal grievance to the Department Director within ten (10) working days after the occurrence of the incident causing the grievance, if applicable. Otherwise, the right to file a grievance petition shall be waived.

All grievances shall be submitted on the form prescribed by the Human Resources ~~Director~~Manager and no grievance petition shall be accepted until the form is complete. The written grievance shall contain a clear, concise statement of the grievance and facts upon which it is based, rule, regulation, or policy allegedly violated, and the specific remedies sought.

The Department Director should render a written decision within ten (10) working days after receipt of the written grievance.

Step II

If the grievance is not satisfactorily resolved in Step I, the employee shall have the right to submit the written grievance to the Human Resources ~~Director~~Manager within ten (10) working days after the Department Director's decision is received by the employee.

The Human Resources ~~Director~~Manager should render a written decision within ten (10) working days of receipt of the written grievance.

Step III

If the grievance has not been satisfactorily resolved in the Step II, it may be appealed to the City Manager within ten (10) working days after the Human Resources ~~Director~~Manager's decision is received by the employee.

The City Manager may accept or reject the decision of the Human Resources ~~Director~~Manager and should render a written decision within ten (10) working days after receipt of the written grievance. The decision of the City Manager shall be final and conclusive.

If mutually agreeable, a meeting may be conducted involving all affected parties at any step in the grievance procedure prior to the rendering of a decision.

GRIEVANCE PROCEDURES			
<u>STEP</u>	<u>CONTACT</u>	<u>FILE</u>	<u>DECISION</u>
Informal	Supervisor	N/A	Immediate
Step I Formal	Department Director (from incident)	10 working days from filing	10 working days
Step II Formal	Human Resources Director Manager	10 working days from Step I	10 working days from filing decision
Step III Formal	City Manager	10 working days from Step II	10 working days from filing decision

The City Manager may delegate non-involved Department Directors to act on behalf of the City Manager to render an appeals judgment in these processes. The findings and recommendations they render will be advisory to the City Manager whose ultimate decision will be final.

12.60 TIME LIMITS

Grievance petitions shall be processed from one step to the next within the time limit indicated for each step. Time limits shall be strictly enforced. Any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing. Any grievance petition not carried to the next step by the grievant within the prescribed time limits shall be deemed resolved upon the basis of the previous disposition.

SECTION 13: EMPLOYEE RECORDS AND FILES

13.05 PERSONNEL FILES

- A. Central Personnel Files: The Human Resources Department shall maintain a central personnel file for each City employee indicating the employee's name, title of position, the department assigned, salary, changes in employment status, performance evaluations, disciplinary documents and such other information as may be considered pertinent by the Human Resources ~~Director~~Manager. Copies of documents concerning disciplinary actions taken by the supervisor or Department Director must be placed in the employee's central Personnel file. There will be no disclosures of this information to third parties except as authorized by State or Federal law or as duly authorized in writing by the employee.

Personnel files shall be kept in locked, fireproof files located in the Human Resources Department.

- B. Payroll Files: The Human Resources Department shall maintain a file for each City employee showing the name, title of position, the department assigned, salary, changes in employment status, W-4 forms, payroll deductions and such other information as may be considered pertinent by the Human Resources ~~Director~~Manager. There will be no disclosures of this information to third parties except as authorized by State and Federal law, or as duly authorized in writing by the employee to third parties.

Nothing herein shall prohibit the City from keeping or placing documents in an observation file for the purpose of investigating alleged criminal conduct. For the purposes of this Section, an observation file shall not be considered a personnel file, and an employee or his or her designated representative shall not have access to observation files nor receive copies of documents placed in such files.

Unless required for a criminal investigation, an observation file on an employee shall remain open for a maximum of six (6) months. If disciplinary action by the City is warranted or if the employee is found guilty of criminal activity, documents in the observation file shall be placed in the employee's personnel file(s).

13.10 DOCUMENTS IN PERSONNEL FILES

Upon request of the employee, an employee may place documents in his or her respective personnel file that commends his or her job performance with the City or demonstrations educational attainment.

Disciplinary documents shall be placed in personnel files in accordance with Section 9.50. An employee shall be provided a copy of any documents placed in his or her personnel file(s); and may review his or her file on request.

If no further conduct requiring disciplinary action occurs, and at the employee's written request, documents concerning minor disciplinary actions shall be removed from an employee's personnel file after one (1) year or upon their incorporation in a performance evaluation, whichever occurs first. If no further conduct requiring disciplinary action occurs and at the employee's written request, documents concerning major disciplinary actions shall be removed from an employee's personnel file after three (3) years, provided that such documents may be retained thereafter if they establish a pattern of conduct extending past the three (3) year period. With good cause, a department may grant an employee's request to remove the document from the employee's personnel file(s) sooner than the indicated time frames, with the concurrence of the Human Resources ~~Director~~Manager.

13.15 ACCESS TO FILES

No person other than the City Manager, City Attorney, Special Legal Counsel, Human Resources ~~Director~~Manager, Human Resources staff, the employee's hiring Department Director, immediate supervisor, current Department Director, current Division Head, or their designated representatives shall have access to an employee's central or department personnel file. The Department Director must approve in writing anyone below him/her before that authorized person may review a subordinate's central personnel file. No person other than the Human Resources ~~Director~~Manager, Payroll Division staff, City Manager, City Attorney, or Human Resources Department staff shall have access to an employee's payroll file. Upon appointment, an employee or a person designated in writing by the employee for such purpose may inspect the contents of his or her respective personnel file(s). Upon paying the reasonable cost associated therewith, except as provided in Section 13.10, an employee or his or her designated representative may obtain copies of any documents contained in the employee's personnel file(s).

The employee may file a grievance regarding the contents of his or her personnel file(s) in accordance with the Grievance Procedure regulations outlined in Section 12.

13.20 DISCLOSURE OF INFORMATION

No direct information contained in the personnel files shall be disclosed concerning any current or former City employee other than the employee's job title, inclusive dates of employment, work location, salary,

work phone number, departmental assignment, and the nature of separation, resignation, or termination, to any person other than the City Manager, City Attorney, Special Legal Counsel, Human Resources ~~Director~~ Manager, Human Resources staff, the employee's Department Director, Division Manager or their designated representatives. An employee or former employee may authorize access to or the disclosure of information from their file only when written permission is provided to the Human Resources Department.

Nothing herein shall preclude nor specifically deny the use of any information in personnel files in any phase of a disciplinary or probationary action.

13.25 CHANGES-IN-STATUS

It is the employee's responsibility to notify the Human Resources Department of any changes in his or her address, phone number, marital status, dependent status, name change, training certificates, or other pertinent information.

13.30 APPLICATION RETENTION

Applications submitted by candidates for City employment become the property of the City and must be retained for at least three (3) years.

13.35 DESTRUCTION OF PERSONNEL RECORDS

Personnel records, including employment applications, shall be destroyed only in accordance with the provisions of the City's system for the destruction of public records and then in accordance with other applicable law.

SECTION 14: EMPLOYEE BENEFIT POLICIES

Benefits for City employees shall be provided as outlined in the City's Benefit Plan. Further information on these benefits may be obtained by contacting the Human Resources Department.

The City retains the right to alter the benefit plan, if it finds such changes to be in the best interest of the City.

14.05 BENEFIT BANK

The City has adopted a "flexible or cafeteria" plan that will cover certain City benefits (i.e., medical, dental, vision care, etc.). Employees, other than those listed below, are not eligible for benefit bank benefits. City employees shall receive a negotiated amount of money as approved by City Council, and consistent with the current MOU, on a monthly basis in order to "purchase" benefits from the plan. These benefits are paid on a 24-pay period basis. Employees may change benefit elections only during open enrollment periods unless there is a qualifying event. Qualifying events may include, but are not limited to emergency hardships, changes in employment, or changes in family status such as, births, deaths, adoptions, marriages, or divorce, to the extent permitted by the provisions of the benefit plans carriers.

- A. Career Full-time Employees shall receive a negotiated amount as approved by the City Council, and consistent with the current MOU, with which to purchase benefits. New benefit amounts may become effective January 1st of each year.

- B. Career Part-time Employees shall receive a negotiated amount as approved by the City Council, and consistent with the current MOU, with which to purchase benefits. New benefit amounts may become effective January 1st of each year.
- C. As part of the cafeteria plan, all full-time employees, except City Council members, must purchase group medical insurance coverage for themselves, or provide proof of other medical coverage, i.e., through one's spouse's coverage, military, etc. If the City Council deems it in the City's best interest, the City, at its option, may require all employees to purchase the City's preferred coverage and not allow verification of other coverage. Once this individual medical coverage has been purchased or verified, employees may purchase any of the following options with the balance:
1. Medical Insurance: Eligible employees may purchase medical coverage for themselves and any qualifying dependents and can choose from a variety of health care providers as offered by the City. Medical benefits, plan costs, and any deductible costs may vary depending upon the insurance carrier offered by the City and chosen by the employee. Those who choose to use other medical coverage must report any change in that coverage within sixty (60) days as defined by CalPERS and annually provide proof of other coverage. Failure to do so will result in immediate enrollment in a City offered medical plan.
 2. Dental Insurance: Employees may purchase dental insurance for themselves and any qualifying dependents. Dental benefits and any deductible costs vary depending upon the insurance carrier chosen by the employee.
 3. Vision Care: Employees may purchase vision insurance for themselves and any qualifying dependents.
 4. Supplemental Insurance: Employees may purchase supplemental insurances for themselves or their dependents.
 5. Dependent Care (Child and Elder): Employees may purchase dependent (child and elder) care reimbursement coverage through a flexible spending account. Documentation of payments with tax identification number of the provider must be submitted to receive reimbursement. Unreimbursed funds will be forfeited at the end of the year.
 6. Medical Expense Reimbursement: Employees may purchase medical expense reimbursement through a Flexible Spending Account. Documentation of expenses and payments must be submitted to receive reimbursement. Unreimbursed funds will be forfeited at the end of the year.
 7. Annual Leave Buy: Employees hired prior to July 1, 2017, with unspent bank dollars may purchase up to two weeks of Annual Leave hours per year. This option is available only at open enrollment. Annual Leave hours bought must be used within the benefit year purchased. Unused Annual Leave which has been purchased will be returned to the benefit bank for cash out to the employee.
 8. Cash Out Option: Employees hired prior to July 1, 2017, who would have unspent bank dollars for the calendar year will receive the leftover balance as a taxable cash payment. Council members are not eligible by State law for any cash-out option of unspent bank dollars.

9. Use or Lose Provision: Flex dollars may not be carried over from one plan year to the next, according to IRS regulations. Employees hired prior to July 1, 2017, who have left over funds will be paid in cash which will be subject to Federal and State withholding taxes.

D. Temporary Employees are not normally entitled to the benefits of the City's cafeteria plan.

14.10 MANAGEMENT PACKAGE

Certain categories of employees are entitled to a management benefit package as a percentage of their gross annual salary. The dollar amount shall change as salary increases are received during the year. This amount will be disbursed on a 26-pay period basis. These employee categories and percentages are as follows:

- A. Executive Management Employees hired before September 30, 2011, shall receive 6% of their gross annual salary. Hired on or after September 30, 2011, shall receive 4.5% of their gross annual salary. Hired on or after December 1, 2015, shall not receive any additional management benefits.
- B. Division Management Employees hired before September 30, 2011, shall receive 4% of their gross annual salary. Those hired on or after September 30, 2011, shall receive 3% of their gross annual salary.
- C. Professional/Administrative/Management Employees hired before September 30, 2011, shall receive 2% of their gross annual salary. Those hired on or after September 30, 2011, shall receive 1.5% of their gross annual salary.

This management package percentage amount may be expended in any of the Flexible Benefit plan options previously referenced. Other benefit options will be made available as they are approved by the City Council in accordance with applicable IRS guidelines.

14.12 AUTO ALLOWANCE:

The City provides taxable auto allowance benefits as follows:

- A. Executive Management Employees shall receive a monthly auto allowance of \$500 as currently budgeted.
- B. Division Management Employees shall receive a monthly auto allowance of \$350 as currently budgeted.

As outlined in the City's Vehicle Policy, certain employees may be assigned a City vehicle on a long-term basis, in lieu of the monthly auto allowance. Employees who utilize personal vehicles for City business, but do not receive an auto allowance, shall be reimbursed at the Federal mileage reimbursement rate.

If any of the above employees are assigned a City vehicle, no auto allowance will be provided.

14.15 POST RETIREMENT MEDICAL BENEFITS

- A. Annuity Programs: Effective January 1, 2001, the City of Moreno Valley shall contribute a monthly amount to each full-time career employee for an annuity program until termination or retirement, for the purpose of funding retiree medical premiums. New hire probationary employees shall not be eligible to receive the monthly contribution until the successful completion of their probationary

period. The effective date of their first contribution will commence the next full month after they have passed probation. The contribution is currently \$50 per month.

Effective January 1, 2002, after two full years of employment, the monthly contribution to the annuity program shall increase per the negotiated language as approved by City Council. This shall go into effect the next month after their two-year-anniversary date has passed. The contribution is currently \$75.00 per month.

Each bargaining unit has selected separate annuity programs.

1. Contributions for the MVCEA bargaining unit are being paid into the Benefit Bank.

In the event MVCEA ceases to be the recognized representative of bargaining unit employees, the control and administration of this program shall transfer to management and the responsibility for same shall be the exclusive jurisdiction of management.

Employees may at their option contribute a portion of their compensation to the annuity subject to IRS restrictions through payroll deductions.

2. Contributions for the management bargaining unit are being paid into a Voluntary Employee Beneficiary Trust (VEBA), which manages the investment and distribution of the funds.

14.20 PERS Medical Coverage for Retirees: Effective January 1, 2001, the City shall pay the minimum monthly contribution required under the Public Employees' Medical and Hospital Care Act ("PEMHCA") for retirees who retire from the City of Moreno Valley who qualify as "annuitants" under PEMHCA and are enrolled in the City's CalPERS medical program as a retiree. Generally, to qualify as an annuitant, the individual must have an effective retirement date within 120 days of separation of employment from the City and receive a retirement allowance from CalPERS. As required by applicable statutes or regulations, annuitants must enroll in Medicare at age 65 or as soon as they become eligible.

Employees hired on or before September 30, 2011, who retire under the CalPERS retirement system shall also be eligible to receive a reimbursement for medical coverage which is the lesser of the cost of medical coverage for the retiree and spouse, or a maximum employer reimbursement of \$318.73 per month. Employees must provide documentation of medical coverage and receipts of payment of medical, dental and/or vision insurance premiums, as requested by the City or its third-party administrator, evidencing proof of payment in order to be reimbursed for any or all of the \$318.73 per month. For retirees who are enrolled in the City's CalPERS medical plans, this amount is in addition to the City's PEMHCA minimum contribution. Retirees must have an effective retirement date within 120 days of separation of employment from the City to be eligible for this reimbursement benefit, regardless of whether they enroll in the City's CalPERS medical program. Retirees who do not meet all of the statutory and/or regulatory requirements under PEMHCA to qualify as an annuitant and do not enroll in the CalPERS medical program are not entitled to the PEMHCA minimum contribution. In the event of the retiree's death, the surviving spouse continues to be eligible to receive the benefit, so long as the surviving spouse continues to qualify as an annuitant and continues enrollment in the CalPERS medical program.

Employees hired after September 30, 2011, will not be provided the City paid retiree medical benefit described in the paragraphs above, but shall be eligible for the PEMHCA minimum contribution if they qualify as an annuitant and enroll in the City's CalPERS medical program as a retiree. For these employees, during employment, the City will pay \$75 per month towards active employees' Voluntary Employee Benefits Association (VEBA) account for retirement health insurance expenses.

14.25 CITY RETIREMENT PLAN

Employees hired prior to December 23, 2011, shall continue to participate in the PERS 2.7% @ 55 Benefit plan with Highest Year Pay Calculation. Employees hired after December 23, 2011, shall participate in the PERS 2.0% @ 55 Benefit plan with 3-year Average Pay Calculation. New PERS members hired after January 1, 2013, shall participate in the PERS 2.0% @ 62 Benefit plan with 3-year Average Pay Calculation.

The City provides retirement benefits for all employees through the Public Employees Retirement System (PERS). Effective July 4, 2015, the City will no longer pay the members contribution of the retirement plan; therefore, all employees pay their own member contribution into the plan, under the provisions of Internal Revenue Code Section 414 (h) (2) for pretax contributions. Current retirement benefits are available as follows:

- A. Career Full-time Employees pay for their own member contribution for PERS retirement benefits, under the provisions of Internal Revenue Code Section 414 (h) (2) for pretax contributions, and at no point will the employer pay any portion of the member's contribution.
- B. Career Part-time Employees pay for their own member contribution for PERS retirement benefits, under the provisions of Internal Revenue Code Section 414 (h) (2) for pretax contributions, and at no point will the employer pay any portion of the member's contribution.
- C. Part-time/Seasonal. Temporary Employees who are not eligible for PERS, are required to contribute 7.5% of earnings to a PST "457" deferred compensation program. Contributions to this plan will be made through payroll deduction. Employees eligible for participation in the PERS retirement plan (after 1,000 hours worked in a fiscal year) are responsible for the cost of their member contribution of PERS payment.

PERS refunds may be issued ONLY if the member has permanently separated from all PERS- covered or reciprocal employment. Or, if members have been on an unpaid leave of absence for at least six (6) months, they may request a refund of their contributions prior to returning to active employment.

14.30 IRC SECTION 125 PLAN

The City has available to all full-time employees, and those who qualify for the City's group medical coverage, an Internal Revenue Code (IRC) Section 125 account. The monthly cost of plan administration will be borne by those eligible employees who voluntarily elect to enroll. The Health Reimbursement Option is not available until the employee has passed initial probation (normally at twelve months). An employee's un-expensed redirected Plan contributions from his/her salary account are forfeited and returned to the City at the end of the calendar year. See the Summary Plan Description for details.

14.35 IRC SECTION 457 PLAN

The City has available to all employees an Internal Revenue Code (IRC) Section 457 Account. Participation is voluntary for career employees. It is mandatory for temporary employees who are not yet eligible for, or enrolled in PERS.

Deferred compensation is an IRS-approved method of deferring federal and state income taxes on savings until retirement. Taxes are paid, on both savings and earnings, when they are withdrawn during retirement, or upon separation from City employment.

An employee may defer a maximum amount consistent with the most recent guidelines supplied by the IRS. The employee may increase, decrease, stop and restart voluntary contributions at any time by contacting the Human Resources Department.

In accordance with IRS rules, an employee may not withdraw these assets unless there is a bona fide emergency which is unforeseeable, unbudgetable, severe, beyond the employee's control, and must represent a last resort. All financial hardship requests for withdraw of funds must be made directly to the 457-plan provider.

14.36 IRC SECTION 401A PLAN

Certain management employees may voluntarily enter into a 401(a) Money Purchase Plan to provide additional retirement benefits. The employee contribution is a mandatory fixed amount for everyone within a management group and is limited to the maximums allowed by law. Eligible employees wanting to enroll into the plan must do so within the first thirty (30) days after being hired. Once enrolled, participation is irrevocable. Participant contributions are structured with pre-tax dollars. Earnings accrue tax deferred. Participants may contribute to both a deferred compensation and a money purchase plan. Accounts are individual and loans may be made from the account.

PAM-Confidential employees receive \$750.10 per fiscal year (\$28.85 per pay period) in a City sponsored 401(a) Plan.

14.40 LIFE INSURANCE

The City provides term life insurance coverage for all City employees. Coverage becomes effective on the first day of the month which follows the first thirty (30) days of employment with the City. The premium is paid by the City. The amount of coverage is determined as follows:

- A. Executive Management and Division Management Employees shall receive term life insurance at an amount, which is three (3) times their salary (rounded to the nearest thousand) not to exceed \$300,000.
- B. Professional/Administrative/Management Employees shall receive term life insurance at an amount, which is two (2) times their annual salary (rounded to the nearest thousand).
- C. General Non-Exempt and Career Part-time Employees shall receive term life insurance at an amount, which is two (2) times, their annual salary (rounded to the nearest thousand) or \$50,000.00, whichever is greater.
- D. City Council Members shall receive \$50,000 of term life insurance.
- E. The City's death benefit to survivors of a member who dies prior to retirement shall be the PERS 1959 Survivor Level IV Option (Section 21574). It provides for a monthly allowance for the surviving spouse with two children \$2280, spouse and one child \$1900, and spouse alone \$950. The City's retired member PERS lump sum death benefit paid to beneficiaries is \$500.

14.45 DISABILITY INSURANCE

Disability Insurance is determined as follows:

A. City Disability Insurance:

The City provides short-term disability insurance to all Career employees who work a minimum of thirty (30) hours per week and who are disabled primarily as a result of a non-work-related illness or injury. This benefit commences after 30 calendar days of disability. In order to be eligible for benefits, an employee must be totally disabled for one month before benefits become payable. For the first twenty-four (24) months of a disability, "totally disabled" means that a former employee is prevented by disability from doing all the material and substantial duties of his or her job. If the disability persists beyond twenty-four (24) months, the former employee is re-evaluated to determine whether he or she can be rehabilitated for another career. If the employee can be rehabilitated, the employee is eligible for Rehabilitative Employment Services. If the employee cannot be rehabilitated for any career, total disability payments will continue.

An eligible employee may receive sixty-six and two-thirds (66 $\frac{2}{3}$ %) percent of his or her salary, up to a maximum monthly amount of \$14,000. This income is subject to taxes because the premiums are paid for by the City. Any other income benefits an employee may receive as a result of employment shall be subtracted from the monthly benefit payment. An eligible employee may continue to receive benefits up to the age of sixty-five (65). Between the ages of sixty-five (65) and seventy (70), benefits are awarded on a sliding scale. The remaining amount shall be taken from applicable leave accruals until they are exhausted, and the person goes on leave without pay, see Section 7.40, Pregnancy Disability Leave and Section 7.50, Leave of Absence Without Pay.

The City agrees to maintain a long-term disability salary continuance program that pays the above described benefits for job-related disabilities when the employee is still on the City's payroll after a minimum 180 calendar day elimination period up to age 65. Workers' Compensation information can be found in Section 7.60 of the City of Moreno Valley's Personnel Rules and Regulations.

B. Continuation of Accruals and Benefits

~~The City shall extend payment of the medical insurance contribution for career full-time employees up to an additional ninety (90) calendar days during a twelve-month period while an employee is disabled due to a non-work-related illness or injury. Such an extension of medical coverage shall take effect when existing coverage would otherwise expire.~~ Career full-time employees on paid leave will continue to accrue Annual Leave at their normal rate; however, employees on unpaid leave will not accrue Annual Leave. During an authorized leave under an FMLA leave, career full-time employees will be retained on the City's health insurance program under the same conditions and coverage levels that applied before the leave commenced. Employees' benefits continue as long as the employee is still on disability and the City paid benefits after 30 consecutive working days of being on Non City Paid Payroll Status. The employee must then convert to Direct Pay status and pay for medical insurance premiums directly through carrier and convert to COBRA for dental and vision coverage to continue. If eligible, employee may consider applying for CalPERS disability retirement. Employees not classified as career full-time shall not accrue any leave or receive any benefits once all of their accrued time (Annual Leave or compensatory time) has been exhausted.

14.50 UNEMPLOYMENT COMPENSATION

As required by State law, all City employees are covered under the California Unemployment Compensation Program. Further information can be obtained by contacting the local State of California Employment Development Department or the Human Resources Department.

14.55 EMPLOYEE ASSISTANCE PROGRAM (EAP)

Depending on budget and other considerations, the City may provide an Employee Assistance Program. The EAP provides short term counseling and other services to assist employees and their families to deal with personal and emotional problems which affect or might potentially affect their job performance. This counseling is confidential and free to the employee.

14.60 MEDICARE

By law, employees hired after April 1, 1986, must have a certain percentage (currently 1.45%) deducted from their gross pay for Medicare. The City will deduct the employee contributions in accordance with Federal law. The City shall pay the employer's share, which is equal to the employee's share.

The above policies are based on Federal law and may change from time to time.

SECTION 15: SPECIAL COMPENSATION

15.05 STANDBY

A stand-by roster shall be comprised of City employees from designated departments or divisions who have volunteered to be on call and available to work after regular working hours. A stand-by assignment period shall be for a period of days starting at the time and on the day determined by the departmental coverage requirements and as approved by the employee's manager. Under some circumstances the period is not a seven consecutive day period. An employee on stand-by will be permitted to take home a City vehicle equipped with appropriate tools and supplies for use when called out on stand-by. The City will pay general employees a dollar amount per the negotiated language of the current MOU, as approved by City Council.

The designated department or division supervisor shall be responsible for scheduling his or her employees for stand-by duty and for providing duty rosters to the Police Department. The Police Department will be given a roster of employees with their stand-by duty dates, home telephone numbers, and pager numbers and codes. Once assigned to specific stand-by duty, employees may not trade stand-by assignments, except with the prior approval of the designated supervisor.

For general employees, compensation for call out hours worked will be paid at time-and-one-half for the number of hours actually worked. A minimum of two (2) hours shall be credited as time worked for each call out. For the purpose of this Section, actual time worked shall include all time from the time the employee leaves home to respond to the call until the employee has returned home. An employee on stand-by will be compensated an additional dollar amount, per the negotiated language, as approved by the City Council, for each 7-day week of stand-by duty. Stand-by pay is at the rate of an amount per the negotiated language as approved by the City Council per day (M-F). Stand-by pay will be increased to an amount per the negotiated language in the current Memorandum of Understanding, per day for weekends and holidays.

For Animal Control the City will pay employees a dollar amount per the negotiated language of the current MOU, as approved by City Council. Call out pay will be at the overtime rate with a two-hour minimum.

Work time includes 15 minutes each way of travel time for the trip to and from work or the actual time, whichever is less.

An employee assigned to stand-by duty must be available to respond to emergency calls at all times. This requires that the employee remain within fifteen (15) minutes travel time of his or her normal workstation during the entire stand-by period. The employee must refrain from consuming alcoholic beverages or other substances which could impair his or her effectiveness or safety on the job. Violation of this policy shall result in disciplinary action, as outlined in Section 8.35 of the Personnel Rules.

Nothing herein shall be construed to require that the City establish stand-by duty for employees in any department or division.

15.10 CALL-BACK

In the event employees who are not assigned to stand-by duty are called back to work during normal off duty hours to protect the public health or safety, they will be compensated at time-and-one-half for actual time worked, with a minimum of two (2) hours credit for each call back.

For the purpose of this Section, actual time worked shall include all time from the time the employee leaves home to respond to the call until the employee has returned home. Call back shall be defined as having to return to work after having left work.

15.15 BILINGUAL PAY

Bilingual compensation will be implemented for staff who occupy positions designated as ones in which second language skills are utilized. Employees shall receive an amount per the negotiated language as approved by City Council.

15.16 SAFETY EQUIPMENT

Employees in qualified trade occupations will receive an annual stipend to purchase shoes, jackets, and/or Sam Brown belts in an amount per the negotiated language as approved by City Council.

The City provides uniforms for employees in the Security Guard job classification.

SECTION 16: TRAINING

16.05 TRAINING

The City recognizes the importance of employee development and training. In an effort to improve the capabilities and effectiveness of City personnel, a training program has been established. This training effort shall be geared to both organizational improvement and individual employee development. This development shall not only be the responsibility of Department Directors or supervisors; but shall be shared with employees in a total organizational effort.

16.10 IN-HOUSE TRAINING

Employees who have training, knowledge or expertise in a subject area, or have recently attended a seminar or conference in a given subject matter, may be asked to share this information with other employees. Such in-house training may be informal or formal depending upon the nature of the training and can include any variety of topics such as computers, copiers, telephones, supervisory, writing skills, etc.

16.15 DEPARTMENTAL TRAINING

City departments and divisions are encouraged to offer specialized training to their employees. Such training shall be the responsibility of the Department or Division Head and may include topics such as safety, equipment operation and other training in their specific fields of responsibility.

16.20 TRAINING COURSES

The City shall encourage local educational resources to offer courses and workshops at City facilities on matters in which employees of several departments may benefit. Such courses may be offered periodically in such areas as management, supervision, communications, time management, stress management, writing skills, etc.

16.25 SEMINARS AND CONFERENCES

Employees may attend seminars or conferences covering current issues and areas relevant to their positions under the following conditions:

- A. Employees must submit their request on forms prescribed by the Financial and Management Services Department and follow all applicable procedures.
- B. Budgeted funds must exist for all such training and any travel. In-state attendance shall require Department Director approval while out of state travel shall require the approval of the City Manager.
- C. Employees must comply with the City's Administrative Travel Policy and provide necessary receipt documentation.
- D. Employees who have recently received such training must be willing to provide "in-house" training to other employees, if requested.

16.30 TUITION REIMBURSEMENT

Subject to the pre-approval of the Department Director, Human Resources ~~Director~~Manager, and City Manager (or designee), employees may be reimbursed for the cost of pre-approved, job-related, accredited, educational and other training courses based upon proof of successful completion up to a maximum annual limit of \$25,000 per fiscal year. This proof includes a grade "C" or better of the course(s), "Pass/Fail" grading option for classes, and must be part of a recognized undergraduate or graduate degree program from accredited educational institution or a job-related Certificate Program.

The annual maximum reimbursement includes tuition, books, lab fees and parking expenses. Further, employees may be reimbursed for certain pre-approved, job-related training courses based on the approvals as stated above.

Employee will be required to remain in employment with the City for three (3) years following the first pay period in which reimbursement is paid. If an employee voluntarily separates employment within the three (3) years, he or she will be required to pay back 100% in the first (1) year, 67% in the second (2) year and 34% in the third (3) year. Does not apply to student loan balances.

Classes taken which are offered as part of the City's official training program do not count against tuition reimbursement.

Any educational or training course that is a requirement for continuation of employment or is an identified part of a job evaluation shall be paid for by the City. Any other educational course that is job-related may, if prior approval for reimbursement is given by the City Manager (or designee), be reimbursed at 100% or less after successful completion. All college or other graded classes shall require a minimum grade of a "C" in order to receive such reimbursement. Books or other materials shall only be paid if some defined benefit can be shown to the City (i.e., books become part of City reference library).

In general, training time during working hours shall be considered part of the job. Unless the City directs an employee to attend a specific training course, and the course is not available during work hours, training after hours shall be considered voluntary, and no additional pay, overtime or compensatory time shall be given by the City, unless advance special written approval is granted. Study time shall be considered completely voluntary.

Although the City encourages employees to pursue additional education, the City shall not pay for educational degrees or for education in general but will only reimburse employees for required or job-related classes and training. No reimbursement shall occur if an educational class does not provide a benefit to the City. There is no mileage reimbursement for travel to and from educational classes. Required forms must be completed and necessary documentation (receipts and grades) must be provided, in order to receive reimbursement. Final and conclusive determinations of the reimbursement amount shall be made by the City Manager after review of the request and recommendations by the Department Director and the Human Resources ~~Director~~Manager.

16.31 EDUCATION INCENTIVE

Incentive pay applies for Career full time and Career part-time if the employee has a degree higher than what is stated in the job description/classification, regardless of "experience in lieu of" language. The City will develop the criteria needed to validate a degree. Education Incentives will not be retroactively applied.

- 0.5% of base salary for AA/AS
- 1% of base salary for BA/BS
- 2% of base salary for Masters

16.35 TRAINING AND TRAVEL REIMBURSEMENT

Non-exempt employees shall receive training and travel reimbursement as provided in this Section.

Time spent in attending lectures, meeting, training programs, and similar activities during work time shall be counted as time worked only if authorized in advance and in writing by the employee's Department Director. No such authorization shall be given unless the lecture, meeting, program, or other activity is directly related to improving the employee's ability to perform his or her job.

Time spent in attending lectures, meetings, training programs, and similar activities shall not be counted as time worked where such attendance is outside of the employee's regular working hours, except in situations where the employee is directed by his or her Department Director to attend such lecture, meeting, training program, or similar activity. Leisure and mealtimes are not considered time worked unless they are part of the seminar.

Time spent by an employee traveling between the employee's residence and the regular workplace is not work time and shall not be treated as hours worked. When an employee is assigned by his or her Department Director to travel outside of the City, time spent traveling between the employee's home and assigned destination shall be treated as time worked, only to the extent that it exceeds the amount of time normally taken by the employee to travel between his or her residence and regular workplace. When an employee is assigned to travel outside the City, return the same day, and he or she utilizes public transportation, the time spent traveling between the employee's home and the location of the public carrier (i.e., airport, bus station, train station) shall not be treated as time worked. However, time spent traveling to a final destination via public carrier is considered time worked.

Employees shall receive mileage and travel reimbursement in accordance with provisions outlined in the City's Administrative Travel Policy.

DRAFT

The City of Moreno Valley Personnel Rules & Regulations Drug and Alcohol-Free Workplace Policy

APPENDIX A

TESTING FOR ALCOHOL AND DRUGS

Toward reaching this goal of a drug and alcohol-free workplace, the City may conduct pre-employment drug or alcohol testing of applicants for City positions. Pre-employment drug or alcohol tests shall apply only to non-City employees; City employees who apply for another City position shall not be subject to pre-employment drug or alcohol tests. Any applicant who tests positive shall not be hired by the City.

The City also reserves the right to require than an existing employee undergo testing of the City determines that probable cause exists to believe that the employee is under the influence of any illegal drug or controlled substance, as identified in this Section. Employees who (1) refuse to submit to a drug or alcohol test immediately when requested by authorized City or law enforcement personnel; (2) refuse to submit to a search of personal properties if requested by law enforcement personnel; or (3) are "convicted" of a "criminal drug or alcohol statute" violation, shall be subject to the disciplinary procedures which are outlined in these Rules.

All City lockers, desks, cabinets, vehicles, phone voice mail, email, computer files, and disks are the property of the City and are subject to search without the employee's consent by City management at any time with or without notice. Refusal to cooperate with a search may result in a disciplinary action, up to and including termination. Unless the Supervisors are directed otherwise by the Human Resources ~~Director~~Manager, employees will be given the opportunity to be present when the search is conducted.

In appropriate cases, such as a first offense, the City should make every effort to place an employee with an available employee assistance program or service for the purposes of rehabilitation, in-lieu of disciplinary action or criminal prosecution. If, in such cases, the employee refuses to attend an employee assistance program or service, he or she will be subject to the disciplinary procedures which are outlined in these Rules.

Any reports or complaints which are filed as a result of this Section or the "Drug and Alcohol-Free Workplace Policy" and are determined to be malicious, vexatious, or not in good faith, shall not be tolerated. In such cases, the complaining individual shall be subject to disciplinary action. This applies to all managers, supervisors, and other employees who file a report or complaint which relates to drug or alcohol use.

A. EMPLOYEE RESPONSIBILITIES

An employee shall:

1. Not report to work or be subject to duty (i.e., paid stand-by time) while the employee's ability to perform his or her duties is materially impaired due to drug and/or alcohol use.
2. Not report to work with alcohol or impairing drugs (illegal drugs and prescription drugs without a prescription) in their systems or the odor of alcohol on their breath, or possess or utilize such substances while they are on duty or subject to duty or during meal periods or breaks.

3. Not possess or use alcohol or impairing drugs (illegal drugs and prescription drugs without a prescription) during working hours or while on-call, on breaks, or during meal periods.
4. Not directly or through a third party sell, purchase or provide drugs and/or alcohol to any person, including any employee, while either employee or both employees are on duty or subject to duty.
5. Submit immediately to a drug and/or alcohol test when requested by an authorized City representative, who has probable cause to suspect drug or alcohol abuse or material impairment there from. The employee may request a representative when being tested for probable cause. The representative may be a bargaining unit representative or another employee of choice who shall be immediately available.
6. Before beginning work, notify his or her supervisor when taking any drug or medication (non-prescription or prescription), which may interfere with the safe and effective performance of duties or operation of City equipment. In the event there is a question regarding an employee's ability to perform assigned duties safely and effectively while using such drugs, clearance from a qualified physician may be required before the employee is allowed to resume his or her regular duties.
7. Have the opportunity, within twenty-four (24) hours (or by the close of the next business day) of request by an authorized City representative, to provide verification of a current prescription for any potentially impairing drug or medication which is identified in a drug test. The prescription must be in the employee's name.
8. Employees shall notify their supervisor of any criminal drug and/or alcohol statute conviction for a violation, no later than five (5) days after such conviction.
9. In the event that an employee suspects that his or her manager or supervisor is under the influence of drugs and/or alcohol, the employee may submit a written or oral complaint, which contains detailed evidence regarding the allegation of substance abuse to his or her Department Director or the Human Resources ~~Director~~Manager. Such complaints, if made in good faith, may be made without fear of reprisal. If the written or oral complaint establishes probable cause, the manager or supervisor may be requested to submit to a drug and/or alcohol test.

B. MANAGEMENT RESPONSIBILITIES

Managers and Supervisors shall:

1. Be responsible for enforcing this policy in a fair and consistent manner.
2. Work with the Human Resources Department to encourage employees to utilize an available employee assistance program when the employee's job performance is deteriorating or unsatisfactory, the employee does not respond to supervisory remedies, or when a specific on-the-job incident is cause for concern. As the supervisor's role is to monitor job performance, the supervisor should not attempt to diagnose an employee's problem.

3. Request through the Human Resources Department that an employee submit to a drug and/or alcohol test when a manager or supervisor has probable cause or a reasonable suspicion that an employee is impaired or under the influence of drugs or alcohol while on the job or subject to duty.

“Reasonable suspicion” is a belief based on objective facts sufficient to lead a reasonably prudent supervisor to suspect that an employee is under the influence of drugs and/or alcohol so that the employee’s ability to perform the functions of the job is impaired or so that the employee’s ability to perform his/her job safely is reduced.

For example, any of the following, alone or in combination, may constitute reasonable suspicion:

- Slurred speech
- Alcohol or other suspicious odor (i.e. marijuana on breath);
- Unsteady walking and movement
- An accident involving City property where it appears that the employee’s conduct may be at fault;
- Physical or verbal altercation;
- Wide and severe mood swings;
- Blank, glassy-eyed stare;
- Inability to perform work properly;
- Behavior which is unusual for the employee;
- Possession of drugs and/or alcohol in the workplace or on City property.

4. Work with Human Resources and document within forty-eight (48) hours of requesting an employee to submit to a drug and/or alcohol test, in writing, the facts constituting reasonable suspicion that the employee in question is impaired or under the influence of drugs and/or alcohol.
5. Remind the employee of the requirements and disciplinary consequences of this policy when encountering an employee who refuses an order to submit to a drug and/or alcohol analysis. Where there is reasonable suspicion that the employee is impaired, or under the influence of alcohol or drugs, the manager or supervisor shall require the employee to remain on the premises for a reasonable amount of time until an authorized City representative or law enforcement representative can arrange to transport the employee to a testing facility, or home in the event of the employee’s refusal to submit to a drug or alcohol test. Any time spent remaining on the premises at the request of a supervisor or manager or time spent for City-required drug and/or alcohol testing shall be considered work time and shall be paid for by the City.
6. Not confiscate prescription drugs or medications from an employee who has a valid prescription for such. The prescription must be in the employee’s name.
7. Deal with suspected offenders as discreetly, inconspicuously, and respectfully as possible.
8. Notify their Department Director or designee, and Human Resources, when they have probable cause to believe that an employee may have illegal drugs in his or her possession or in an area not jointly or fully controlled by the City. If the Department Director or designee concurs that there is probable cause to believe that an employee is in possession of illegal drugs, the manager or supervisor shall not physically search

- employees or their personal possessions but should request that they remain on the premises until the appropriate law enforcement agency has arrived. Also, the Department Director or designee shall notify the Human Resources Department as soon as possible.
9. May search areas which are jointly or fully controlled by the City after conferring with the Human Resources Department. In the event such an area is occupied by a Peace Officer all searches shall be consistent with Government Code Section 3309 (Police Officer Bill of Rights).
 10. Management shall not use authority under these rules to unlawfully harass, intimidate, or discriminate against employees.

C. ENFORCEMENT

Employees reasonably believed to be impaired, or under the influence of drugs and/or alcohol, shall be prevented from engaging in further work and shall be monitored for a reasonable time until he or she can be safely transported from the work site. In no event should the individual be allowed to operate a vehicle while impaired, including driving home from work.

Refusal to submit immediately to a drug and/or alcohol analysis when requested by City management or law enforcement personnel shall constitute insubordination and may be grounds for discipline up to and including termination.

D. PHYSICAL EXAMINATION AND PROCEDURE

A drug and/or alcohol test may be administered by the City for any substance which could impair an employee's ability to effectively and safely perform the functions of his/her job. All testing (including the sample collection, chain of custody and laboratory services) shall be conducted in accordance with Substance Abuse and Mental Health Services Administration (SAMHSA) and Department of Health and Human Services approved procedures.

E. RESULTS OF DRUG AND/OR ALCOHOL ANALYSIS

Post-Employment Offer Medical Examination

A positive result from a drug and/or alcohol analysis may result in the applicant not being hired where the applicant's use of drugs and/or alcohol could affect requisite job standard, duties or responsibilities.

If a drug screen is positive, and a result of the post-employment offer medical examination, the applicant must provide, within twenty-four (24) hours (or by the close of the next business day) of request, bona fide verification of a valid current prescription for the drug identified in the drug screen to the Human Resources Department. If the prescription is not in the applicant's name or the applicant does not provide acceptable verification, or if the drug is one that is likely to impair the applicant's ability to perform the job duties, the applicant may not be hired.

During Medical Examinations or Drug and/or Alcohol Tests

A positive result from a drug and/or alcohol analysis may result in disciplinary action, up to and including discharge.

If the drug screen is positive, the employee must provide, within twenty-four (24) hours (or by the close of the next business day) of request, bona fide verification of a valid prescription for the drug identified in the drug screen, to the Human Resources Department. The prescription must be in the employee's name. If the employee does not provide acceptable verification of a valid prescription, or if the prescription is not in the employee's name, or if the employee has not previously notified his or her supervisor, the employee will be subject to disciplinary action, up to and including discharge.

If a drug and/or alcohol test is positive, the City shall conduct an investigation to gather all the facts. The decision to discipline or discharge will be carried out in conformance with this section.

F. CONFIDENTIALITY

Laboratory reports or test results shall not appear in an employee's general personnel folder. Information of this nature will be contained in a separate, confidential medical folder that will be securely kept under the control of the Human Resources ~~Director~~ Manager. The reports or test results may be disclosed to City management on a strictly need-to-know basis and to the tested employee upon request.

SUPPLEMENT TO THE DRUG AND ALCOHOL-FREE WORKPLACE POLICY; CONTROLLED SUBSTANCES AND ALCOHOL USE AND TESTING POLICY; AND PROCEDURE PURSUANT TO THE DEPARTMENT OF TRANSPORTATION REGULATIONS

Effective January 1, 1996, the City of Moreno Valley must comply with the United States Department of Transportation regulations implementing the Federal Omnibus Transportation Employee Testing Act of 1991 and subsequent revisions. Specifically, the City must comply with the regulations of the Federal Motor Carrier Safety Administration (FMCSA). Adoption of a policy is one of the City's obligations under the regulations. Where applicable to the City, the requirements of those regulations are reflected in this policy. This policy sets forth the rights and obligations of covered employees. If you are an employee covered under these new requirements, you should familiarize yourself with the Policy provisions **BECAUSE COMPLIANCE WITH THIS POLICY IS A CONDITION OF YOUR EMPLOYMENT.**

In addition, employees are required to comply with the applicable provisions of the supplement to the Drug and Alcohol-Free Workplace Policy.

A. EMPLOYEE QUESTIONS

The regulations required that employers designate a person to answer employee questions about drug and/or alcohol testing. Employees shall refer any questions regarding his or her rights and obligations under the new regulations to the Designated Employer Representative (DER) which is the Human Resources ~~Director~~ Manager or designee for this federally mandated program.

B. COVERED EMPLOYEES

Overall, the regulations cover drivers of commercial motor vehicles. A driver is any person who operates a commercial motor vehicle on a full-time, casual, intermittent, as needed, or occasional basis. Employees in these job classifications may be required to drive commercial motor vehicles at least on an occasional basis.

Therefore, employees in those job classifications (and applicants for such positions) are considered a covered employee subject to the provisions of this policy. For the purposes of the

post-employment offer medical examination, the term “driver” includes persons applying for employment in a position requiring the driving of a commercial motor vehicle on at least an occasional basis.

New employees or employees shall be given a copy of this policy at the time they commence employment with the City. All covered employees currently employed by the City at the time this policy is adopted shall be given a copy thereof within ten (10) days of its adoption. All covered employees will also be asked to sign the Acknowledgement / Receipt Form indicating receipt of a copy of this policy. This policy shall be posted immediately and was effective on January 1, 1996.

C. COVERED COMMERCIAL VEHICLES

The regulations cover drivers of the following commercial motor vehicles:

1. A vehicle with a gross combination weight of at least 26,001 pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds
2. A vehicle with a gross vehicle weight of at least 26,001 pounds
3. A vehicle designed to transport sixteen (16) or more passengers, including the driver; or
4. A vehicle used to transport those hazardous materials found in the Hazardous Materials Transportation Act

D. SAFETY-SENSITIVE FUNCTIONS

The performance of any of the following on-duty functions by a covered employee in connection with that employee’s operation, or scheduled operation, of a commercial motor vehicle is considered to be a safety-sensitive function.

1. All time at a carrier or shipper, plant, terminal, facility, or other property, waiting to be dispatched, unless the driver has been relieved from duty by the employer.
2. All time inspecting equipment such as brakes, steering mechanism, lights, tires, horn, windshield wipers, mirrors, or coupling devices; or otherwise inspecting, servicing, or conditioning any commercial motor vehicle.
3. All time spent at the driving controls of a commercial motor vehicle.
4. All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth.
5. All time loading or unloading a vehicle, supervising or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded.
6. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle, or time spent performing driver requirements relating to accidents.

E. PROHIBITED CONDUCT

Covered employees may not have a measurable amount in their system or be in possession of controlled substances or alcohol during any work hours. Further, the regulations specifically prohibit certain conduct prior to performing and while performing safety-sensitive functions. The following conduct is prohibited and may result in discipline, up to and including termination:

1. Reporting for duty or remaining on duty that requires the performance of safety-sensitive functions while having an alcohol concentration level of 0.04 or greater.
2. Performing a safety-sensitive function within four (4) hours after using alcohol.
3. Being on duty or operating a vehicle, as described in Section C, while possessing alcohol.
4. Using or possessing alcohol while performing a safety-sensitive function.
5. Reporting for duty or remaining on duty that requires the performance of safety-sensitive functions when the employee has used any controlled substances, except if the use is pursuant to the instructions of a physician who has advised the employee (who in turn must notify his/her supervisor) that the substance does not adversely affect the employee's ability to safely operate a vehicle.
6. Reporting for duty or remaining on duty that requires the performance of safety-sensitive functions if the employee tests positive for controlled substances.
7. Refusing to submit to any alcohol or controlled substances test required by this Policy. A covered employee who refuses to submit to a required drug/alcohol test shall be treated in the same manner as an employee who tested 0.04 percent or greater on an alcohol test or tested positively on a controlled substance test.
8. A refusal to submit to an alcohol or controlled substances test required by this Policy includes, but is not limited to:
 - A refusal to provide a urine sample drug test.
 - An inability to provide a urine sample within the three (3) hour allowed time without a valid medical explanation.
 - A refusal to complete and sign the breath alcohol testing form, or otherwise to cooperate with the testing process in a way that prevents the completion of the test.
 - An inability to provide breath or to provide an adequate amount of breath without a valid medical explanation.
 - Tampering with, attempting to adulterate, or substituting the urine specimen or collection procedure.
 - Not reporting to the collection site in the time allotted by the supervisor or manager who directs the employee to be tested.
 - Leaving the scene of an accident without authorization from a supervisor or manager (who, in conjunction with the Human Resources Department, shall make

a determination whether to send the employee for a post-accident drug and/or alcohol test), unless the employee has a valid reason for not obtaining such authorization.

9. Consuming alcohol during the eight (8) hours immediately following an accident, unless the covered employee has been informed that his/her actions have been discounted as a contributing factor, or if the employee has been tested.
10. Use of prescribed drugs are not in direct violation of the City's policy, however inappropriate use or prescribed use that may substantially impair job performance, alter behavior, and/or create a risk to the health and safety of the employee or others, is in direct violation of the City's policy.

In addition to the above prohibitions, employees are reminded of their obligations under the Federal Drug Free Workplace Action of 1988.

Covered employees are also reminded that they shall inform their supervisors of any over the counter or prescription medication prior to engaging in any safety-sensitive function.

F. CONSEQUENCES FOR EMPLOYEES FOUND TO HAVE ALCOHOL CONCENTRATION LEVELS OF 0.02 OR GREATER BUT LESS THAN 0.04

An employee whose alcohol test indicates an alcohol concentration level between 0.02 and 0.04 shall be removed from his/her safety-sensitive position for at least twenty-four (24) hours. Such an employee may be subject to discipline up to and including termination. The City shall then retest the employee. Before the employee may be returned to his/her safety-sensitive position, the employee's alcohol concentration must indicate a concentration below 0.02 percent.

G. CIRCUMSTANCES UNDER WHICH DRUG AND/OR ALCOHOL TESTING WILL BE IMPOSED ON COVERED EMPLOYEES

1. Post-Employment Offer Testing

- a. All applicants (whether by initial application or in connection with a transfer) for positions involving the performance of safety-sensitive functions shall be required to submit to post-employment offer/pre-duty drug testing. Applicants will not be hired for or transferred to a safety-sensitive position if they do not pass the test or if they refuse to consent to a drug/alcohol test.

2. Post-Accident Testing

- a. Post-accident drug and alcohol testing shall be conducted on employees following an accident involving injury(s) and/or repair costs.
- b. Post-accident alcohol tests shall be administered within two (2) hours following an accident and no test may be administered after eight (8) hours. A post-accident drug test shall be conducted within thirty-two (32) hours following the accident.

3. Post-Accident Testing (urine sample)

- a. Conducted after accidents on safety-sensitive employees who have been in an accident involving a human fatality; or a citation has been issued in one of the following situations:

- i. There has been bodily injury with the need for immediate medical attention away from the scene, or
- ii. There has been disabling damage to any motor vehicle requiring tow away. (Refer to Federal Motor Carrier Safety Regulations, sections 391.113 and 391.117).

Following an accident, the employee shall remain available for drug and/or alcohol testing, or may be deemed to have refused to submit to testing. This rule does not require the delay of necessary medical attention for injured people following an accident, nor does it prohibit the employee from leaving the scene to obtain assistance or necessary emergency medical care.

4. Random Testing

Covered employees will be subject to random alcohol and drug testing as follows:

A random alcohol test will be administered just prior to the employee performing a safety sensitive function (i.e.driving), while the employee is performing a safety-sensitive function, or just after the employee has stopped performing a safety-sensitive function. At least ten (10) percent of the total number of consortium covered employees will be subject to *random alcohol testing* per year.

At least twenty-five (25) percent of the total number of consortium covered employees will be subject to *random drug testing* per year. A covered employee may be subjected to drug testing even on a day in which the employee is not expected to perform a safety sensitive function. To ensure that the process is in fact random, all covered employees, whether or not they have been chosen for testing in the past, will remain in the pool of employees for each subsequent period. This procedure assures that the probability of any individual being selected each period is always the same, whether or not the individual was selected in previous period.

On the date an employee is selected for random drug and/or alcohol testing, his/her supervisor will verify he/she is on the list of those to be tested.

5. Reasonable Suspicion Testing

“Reasonable suspicion” means that the trained supervisor believes that the actions, appearance, speech, body odors, or conduct of an on-duty employee are indicative of the use of drugs or alcohol. The witness must directly observe the behavior. Hearsay or second-hand information is not sufficient cause to require an employee to submit to a drug and/or alcohol test. The determination that a reasonable suspicion exists to require an employee to undergo an alcohol concentration test must be based on short-term specific, objective, contemporaneous, articulable facts concerning the behavior, appearance, speech, or body odors of the employee. The determination must be based upon observations of the trained supervisor making the determination and may not be based upon hearsay.

The trained supervisor may not rely on long-term signs, such as absenteeism or tardiness, to support the need for a reasonable suspicion test. The trained supervisor witnessing the impairment must document the specific observations under which the reasonable suspicion is based.

The reasonable suspicion alcohol test will be administered within two (2) hours of the observation. If not, the employer must provide written documentation as to why the test was not promptly conducted. No test may be administered after eight (8) hours following the observation.

To ensure that supervisors are trained to make reasonable suspicion determinations, supervisors vested with the authority to demand a reasonable suspicion drug and/or alcohol test will attend at least one hour of training on alcohol misuse and at least one hour of training on controlled substance use. The training will cover the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances.

Any reports or complaints which are filed as a result of this section and are determined to be malicious, vexatious or not in good faith, shall be subject to disciplinary action. This applies to all managers, supervisors, and other employees who file a report or complaint which relates to alcohol use.

6. Return to Duty/Follow-up Testing

A covered employee who has violated any of the prohibitions of this Policy must submit to a return-to-duty test before he/she may be returned to a position requiring the performance of safety-sensitive functions. The test result must indicate an alcohol concentration of less than 0.02 percent or a verified negative result on a controlled substances test. In addition, because studies have shown that the relapse rate is highest during the first year of recover, the employee will be subject to follow-up testing, which is separate from the random testing obligation. The employee will be subject at least six (6) unannounced drug and/or alcohol tests during the first year back to the safety-sensitive position following the violation.

A substance abuse professional can direct additional testing during this period or for an additional period up to a maximum of sixty (60) months from the date the employee returns to duty. The Substance Abuse Professional can terminate the requirement for the follow-up testing in excess of the minimum at any time, if the Substance Abuse Professional determines that additional testing is no longer necessary and is supported by the employer. Follow-up testing may include tests for other substances beyond the employee's initial positive test of alcohol and/or drug use when the Substance Abuse Professional has reason to suspect other drug or alcohol use during the follow-up period.

H. PROCEDURES TO BE USED FOR DETECTION OF DRUGS AND ALCOHOL

1. Alcohol Testing

Alcohol testing shall be conducted by using an evidential breath testing device (EBT) approved by the National Highway Traffic Safety Administration. Non-EBT devices may be used for initial screening tests.

A screening test shall be conducted first. This initial screening may be accomplished using a saliva test kit. If the result is an alcohol concentration level of less than 0.02 percent, the test is considered a negative test. If the alcohol concentration level is 0.02 percent or more, a second confirmation test using the EBT shall be conducted.

The procedures that shall be utilized by the lab for collection and testing of the specimen are attached hereto as Appendix "B".

2. Drug Testing

Drug testing is a two-stage process. First, a screening test is performed. If it is positive for one or more drugs, then a confirmation test is performed for each identified drug using gas chromatography/mass spectrometry (GC/MS) analysis. The GC/MS confirmation ensures that over-the-counter medications or preparations are not reported as positive results.

All urine specimens are analyzed under the 5 panel drug categories as specified in Part 40 of the DOT policy.

Drug testing will be conducted pursuant to the procedures set forth in Appendix "C"

I. REFUSAL TO SUBMIT TO A DRUG AND/OR ALCOHOL TEST

As set forth in this Policy, a covered employee who refuses to submit to any required drug and/or alcohol testing shall be treated in the same manner as an employee who tested 0.04 or greater on an alcohol test or tested positively on a controlled substances test.

A job applicant who refuses to consent to a drug and/or alcohol test will be denied employment with the City of Moreno Valley. An employee's failure to submit to drug and/or alcohol testing required by the City for any reason may result in disciplinary action, up to and including termination.

Where there is reasonable suspicion that the employee is then under the influence of drugs and/or alcohol, the manager or supervisor shall arrange for the employee to be safely transported home after the testing. An employee shall not be permitted to transport him/herself.

J. CONSEQUENCES OF FAILING A DRUG AND/OR ALCOHOL TEST

It is the employee's responsibility to inform the City if he/she has a substance abuse problem and needs assistance to solve the problem, prior to taking (and possibly failing) the drug and/or alcohol test.

A positive result from a drug or alcohol test may result in disciplinary action, up to and including termination in accordance with this policy.

If a covered employee is not terminated, the employee:

1. Must be removed from performing any safety-sensitive functions.
2. Must submit to an examination by a substance abuse professional. Upon a determination by the substance abuse professional, the employee may be required to undergo treatment to cure his/her drug or alcohol abuse. The City is not required to pay for this treatment
3. May not be returned to his/her former safety-sensitive position until the employee submits to a return-to-duty controlled substance and/or alcohol test (depending on which test the

- employee failed) that indicates an alcohol concentration level of less than 0.02 percent or a negative result on a controlled substances test.
4. Shall be required to submit to unannounced follow-up testing after he/she has been returned to his/her safety-sensitive position.

K. ALCOHOL MISUSE OVERVIEW

A drug is any chemical substance that produces physical, mental, emotional or behavioral change in the user. Alcohol is a drug. It is a central nervous system depressant that slows the body's functions. For some people, the use of alcohol can become addictive. The body develops a tolerance for alcohol, thus needing more of the drug to achieve the same effects. Once addicted to alcohol, the body experiences withdrawal symptoms when alcohol is not present in the bloodstream. Alcohol addiction, or alcoholism, is a disease. If left untreated, alcoholism is progressive as the damage to the body continues, and if unchecked may be ultimately fatal.

Alcohol misuse, alcohol abuse and alcoholism affect an individual's work performance. Alcohol, even in very small amounts, affects the user's judgment, reflexes, thinking ability, coordination, and attention. Alcohol is particularly dangerous when an individual needs to make a decision and act in an emergency or unfamiliar situation. Alcohol in a person's bloodstream affects one's ability to operate a vehicle or complex machinery, and to perform any safety-sensitive related tasks. Coming to work with a "hangover" also affects an employee's ability to perform. Hangover symptoms may include diminished clarity in thinking, tremors that reduce fine motor coordination and flu-like feelings that decrease alertness and well-being.

Alcohol misuse, alcohol abuse and alcoholism also affect an individual's personal and family life. Heavy alcohol drinkers have more illness and medical conditions requiring treatment. Financial and legal complications from excessive drinking are common problems. In the late stages of alcoholism, the individual's life is centered on alcohol; family, job, friends (except drinking buddies) are unimportant and ignored.

The following are indicators that alcohol may be a problem in an individual's life:

- Excessive use of Annual Leave because of heavy drinking or hangover.
- Monday and Friday absences from work; days before and after holidays.
- Making repeated promises to family/friends to "cut down" or stop drinking.
- Needing increasing amounts of alcohol to "feel good" or "get high."
- Morning shakes or tremors that are relieved by taking a drink.
- Being arrested for drunk driving.
- Refusing to participate in leisure activities where alcohol is unavailable.
- Experience periods of "blackout" when drinking (not remembering some events or situations that occurred while drinking).
- Mood swings and unreasonable resentments towards others.

ALCOHOL FACT SHEET

Alcohol is a socially acceptable drug that has been consumed throughout the world for centuries. It is considered a recreational beverage when consumed in moderation for enjoyment and relaxation during social gatherings. However, when consumed primarily for its physical or mood-altering effects, it is a substance of abuse. As a depressant, it slows down physical responses and progressively impairs mental functions.

A. SIGNS AND SYMPTOMS OF ALCOHOL USE

1. IMMEDIATE EFFECTS OF ALCOHOL
 - Odor of alcohol on breath
 - Initial stimulation followed by depressed nervous system.
 - Flushed skin
 - Glazed appearance of eyes
 - Slowed reaction rate
 - Slurred speech
 - Dulled mental processes
 - Lack of Coordination

(Note: Except for the odor, these are general signs and symptoms of any depressant substance.)

2. CHRONIC AND LONG-TERM HEALTH EFFECTS

The chronic consumption of alcohol that averages three or more servings per day of an alcoholic beverage over time may result in the following health hazards: (one serving of beer is 12 oz.; one serving of wine is 6 oz., and one serving of 80 proof liquor is 13 oz.)

- Nutritional deficiencies and sleeping difficulties
- Impaired short-term memory and the inability to concentrate
- Brain and nervous system damage
- Liver damage
- Digestive problems (gastric ulcers)
- Higher likelihood of stroke, coronary problems
- Disease of the pancreas and kidneys

- Birth defects in children of heavy-drinking women (up to 54 percent of all birth defects are alcohol related)
- Physical and psychological dependence (up to 10 percent of all people who drink alcohol become dependent on alcohol and can be termed “alcoholic.”)

- Increased cancer of the mouth, tongue, pharynx, esophagus, rectum, breast, and malignant melanoma

3. ALCOHOL'S EFFECTS ON SOCIETY

- Two-thirds of all homicides are committed by people who drink prior to the crime.
- Two to three percent of the driving population is legally drunk at any one time. This rate is doubled at night and on weekends.
- Two-thirds of all Americans will be involved in an alcohol-related vehicle accident during their lifetime.
- The rate of separation and divorce in families with alcohol dependency problems is seven times the national average.
- Forty percent of family court cases have alcohol-related problems.
- Alcoholics are 15 times more likely to commit suicide than other segments of the population.

4. WORKPLACE ISSUES

- It takes one hour for the average person (150 pounds) to process one serving of an alcoholic beverage through the body.
- Impairment in coordination and judgment can be objectively measured with as little as two drinks in the body.
- A person who is legally intoxicated is six times more likely to have an accident than a person who is sober.

5. CONFIDENTIALITY PROCEDURES FOR INTERNAL CONTROL

Laboratory reports or test results shall not appear in an employee's general personnel file. The Human Resources Department will keep information of this nature under their control in a separate confidential medical file. Supervisors, managers, and other staff with such knowledge are not to discuss or disclose the results of any employee's drug and/or alcohol tests with other employees, except under approved reasons as delineated by City policy.

The Human Resources ~~Director~~ Manager, or designee, may disclose reports or test results to City management on a strictly need-to-know basis and to the tested employee upon request.

Employee's confidentiality is also protected with regard to disclosure by supervisors of any over the counter or prescribed medications, when the employee has notified the supervisor of such use as mandated by this policy.

The City may disclose test results without the employee's consent only when:

- a. The information is compelled by law or by judicial or administrative process
- b. The information has been placed at issue by the employee in a formal dispute between the employee and the City
- c. The information is necessary to administer an employee benefit plan; or
- d. The information is needed by medical personnel for the diagnosis or treatment of the employee who is unable to authorize disclosure.

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City of Moreno Valley Personnel Rules & Regulations Drug and Alcohol-Free Workplace Policy

APPENDIX B

Each employer shall establish an employee education and training program for all covered employees including:

A. EDUCATION

The education component shall include display and distribution to every covered employee of informational material for employee assistance, if available.

B. TRAINING

1. **Covered employees.** Covered employees must receive at least sixty (60) minutes of training on the effects and consequences of prohibited drug use, including alcohol; on personal health, safety, and the work environment; and on the signs and symptoms that may indicate prohibited drug abuse.
2. **Supervisors.** Supervisors and/or other company officers authorized by the employer to make reasonable suspicion determinations shall receive at least sixty (60) minutes of training on the physical, behavioral, and performance indicators of probable drug use, including alcohol, and at least sixty (60) minutes of training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

The local governing board of the employer or operator shall adopt an anti-drug and alcohol misuse policy statement. The statement must be made available to each covered employee, and shall include the following:

- a. The identity of the person, office, branch and/or position designated by the employer to answer employee questions about the employer's anti-drug use and alcohol misuse programs.
- b. The categories of employees who are subject to the provisions of this part.
- c. Specific information concerning the behavior and conduct prohibited by this part.
- d. The specific circumstances under which a covered employee will be tested for prohibited drugs and/or alcohol misuse under this part.
- e. The procedures that will be used to test for the presence of illegal drugs or alcohol misuse, protect the employee and the integrity of the drug and alcohol testing process, safeguard the validity of the test results and ensure the test results are attributed to the correct covered employee.
- f. The requirement that a covered employee submit to drug and/or alcohol testing administered in accordance with this part.

- g. A description of the kind of behavior that constitutes a refusal to take a drug and/or alcohol test, and a statement that such a refusal constitutes a violation of the employer's policy.
- h. The consequences for a covered employee who has a verified positive drug or confirmed alcohol test result with an alcohol concentration of 0.04 or greater, or who refuses to submit to a test under this part, including the mandatory requirements that the covered employee be removed immediately from his or her safety-sensitive function and be evaluated by a substance abuse professional, as required by 49 CFR part 40.
- i. The consequences, as set forth in FTA Part 655.35 of subpart D, for a covered employee who is found to have an alcohol concentration of 0.02 or greater but less than 0.04.
- j. The employer shall inform each covered employee if it implements elements of an anti-drug use or alcohol misuse program that are not required by this part. An employer may not impose requirements that are inconsistent with, contrary to, or frustrate the provisions of this part.

Each employer shall provide written notice to every covered employee, and to representatives of employee organizations, of the employer's anti-drug and alcohol misuse policies and procedures.

The City of Moreno Valley Personnel Rules & Regulations Drug and Alcohol-Free Workplace Policy

APPENDIX C

A. ALCOHOL TESTING PROCEDURES

All testing will be conducted in accordance with alcohol testing procedures as required by 49 CFR.40 using the following procedures:

1. The employee arrives at the testing site.
2. If the employee does not arrive at the designated time for testing, the supervisor or designee will be contacted for instructions.
3. The I.D. of the employee to be tested is verified by examining a photo I.D. If the I.D. cannot be established, the Breath Alcohol Technician (BAT) will attempt to notify the employee's supervisor to establish a positive I.D. If that is not possible, the process stops.
4. If the employee being tested requests it, the Breath Alcohol Technician (BAT) should present his/her I.D.
5. Once the employee's I.D. is established, Step 1 of the United States Department of transportation Breath Alcohol Testing Form (DOT) will be completed.
6. The employee will complete Step 2 on the DOT form, signing the certification. If the employee refuses to sign; it is regarded as a refusal to take the test.
7. The employee shall be tested for alcohol using a saliva test kit or screening alcohol breath test. If test results are negative on this screening test, a copy of the DOT form will be completed noting the results, and a copy provided to the employee. One will be forwarded to the supervisor, and one will be retained by the BAT.
8. If the screening test indicates an alcohol level greater than 0.02, an EBT test is required as follows:
 - a. The employee and BAT shall read the sequential test number displayed on the Evidential Breath Testing (EBT) device for the test.
 - b. The employee will open an individually sealed mouthpiece in view of the BAT and attach it to the EBT according to instructions.
 - c. The employee will blow forcefully into the mouthpiece for at least six seconds or until the EBT indicates that an adequate amount of breath has been obtained.
 - d. The BAT completes Step 3 of the DOT testing form.
 - e. The employee will sign Step 4 of the DOT testing form stating that the information on the form is accurate and that the employee must not perform

safety-sensitive duties or operate heavy equipment if the results are 0.02 or greater.

- f. If the test results are less than 0.02 on this test, a copy of the form will be provided to the employee. The test process is completed; and a copy will be forwarded to supervisor and one will be retained by the BAT. If the test results are greater than 0.02 on this test, an EBT confirmation test will be conducted as follows:
 - i. The BAT will explain that a confirmation test will be conducted.
 - ii. The employee must stay in the room observed for a fifteen (15) minute waiting period. During this period, the employee may not eat, drink, or put any object or substance into his/her mouth.
 - iii. The confirmation test will be conducted no less than fifteen (15) minutes after the initial EBT test, but within thirty (30) minutes of the completion of the initial list.
 - iv. The confirmation test will be completed according to Steps H-M of this procedure.
 - v. If the result of the confirmation test is different from the EBT screening test, the confirmation test will be considered the accurate result.
 - vi. If the results are still greater than or equal to 0.02 on the confirmation test, the BAT will contact the employee's supervisor for further instructions before releasing the employee from the test site.
 - vii. Employees with a reading of 0.02 or more are not to drive or engage in any safety-sensitive operations until further notice from their supervisor and in accordance with this policy.
 - viii. All results will be transmitted in conformity to confidentiality procedures outlined below.

B. DRUG TESTING PROCEDURES

1. The urine specimen will be split into two bottles labeled as "primary" and "split" specimen. Both bottles will be sent to the lab
2. If the urinalysis of the primary specimen tests positive for the presence of illegal, controlled substances, the employee has 72 hours to request that the split specimen be analyzed by a different certified lab
3. The urine sample will be tested for the 5 panel drug categories as specified in Part 40 of the DOT policy
4. If the test is positive for one or more drugs, a confirmation test will be performed using gas chromatography/mass spectrometry analysis

5. All drug test results will be reviewed and interpreted by a physician before they are reported to the employee and then to the City
6. With all positive drug tests, the physician (a.k.a. medical review officer [MRO]) will first contact the employee to determine if there is an alternative medical explanation for the positive test result. If documentation is provided and the MRO determines that there was a legitimate medical use for the prohibited drug, the test result may be reported to the City as “negative.”

DRAFT

The City of Moreno Valley Personnel Rules & Regulations Drug and Alcohol-Free Workplace Policy

APPENDIX D

REASONABLE SUSPICION OBSERVATION FORM (STRICTLY CONFIDENTIAL)

EMPLOYEE NAME: DAY/TIME OF INCIDENT:

SUPERVISOR #1 NAME: SUPERVISOR #2 NAME: (Optional) (Optional)

The following checklist is to be completed when an incident has occurred which provides reasonable suspicion that an employee is under the influence of a prohibited drug substance or alcohol. The supervisor(s) note all pertinent behavior and physical signs or symptoms, which lead you to reasonable belief that the employee has recently used or is under the influence of a prohibited substance. Mark each applicable item on this form and any additional facts or circumstances, which you have noted.

A. NATURE OF THE INCIDENT/CAUSE FOR SUSPICION

- 1. Observed/reported possession or use of a prohibited substance
2. Apparent drug or alcohol intoxication
3. Observed abnormal or erratic behavior
4. Arrest or conviction for drug-related offense
5. Evidence of tampering on a previous drug test
6. Other (e.g., flagrant violation of safety regulations, serious misconduct, fighting or argumentative/abusive language, refusal of supervisor instruction, unauthorized absence on the job). Please specify.

Three horizontal lines for handwritten notes under section A.

B. UNUSUAL BEHAVIOR

- 1. Verbal abusiveness
2. Physical abusiveness
3. Extreme aggressiveness or agitation
4. Withdrawal, depression, mood changes, or unresponsiveness
5. Inappropriate verbal response to questioning or instruction
6. Other erratic or inappropriate behavior (e.g., hallucinations, disorientation, excessive euphoria, confusion). Please specify.

One horizontal line for handwritten notes under section B.

Attachment: Personnel Rules And Regs Revised Draft 10.10.2022 (5968 : APPROVAL OF SUCCESSOR MEMORANDA OF UNDERSTANDING

C. PHYSICAL SIGNS OR SYMPTOMS

1. Possessing, dispensing, or using controlled substance.
2. Slurred or incoherent speech.
3. Unsteady gait or other loss of physical control; poor coordination.
4. Dilated or constricted pupils or unusual eye movements.
5. Bloodshot or watery eyes.
6. Extreme fatigue or sleeping on the job.
7. Excessive sweating or clamminess to the skin.
8. Flushed or very pale face.
9. Highly excited or nervous.
10. Nausea or vomiting.
11. Odor of alcohol.
12. Odor of marijuana.
13. Dry mouth (frequent swallowing/lip wetting).
14. Dizziness or fainting.
15. Shaking hands or body tremors/twitching.
16. Irregular or difficult breathing.
17. Runny sores or sores around nostrils.
18. Inappropriate wearing of sunglasses.
19. Puncture marks or "tracks".
20. Other (Please specify.)

D. WRITTEN SUMMARY

Please summarize the facts and circumstances of the incident, employee response, supervisor actions, and any other pertinent information not previously noted. Please note the date, times, and location of reasonable cause testing or note if employee refused test. Attach additional sheets as needed.

Signature of Supervisor #1 Date/Time

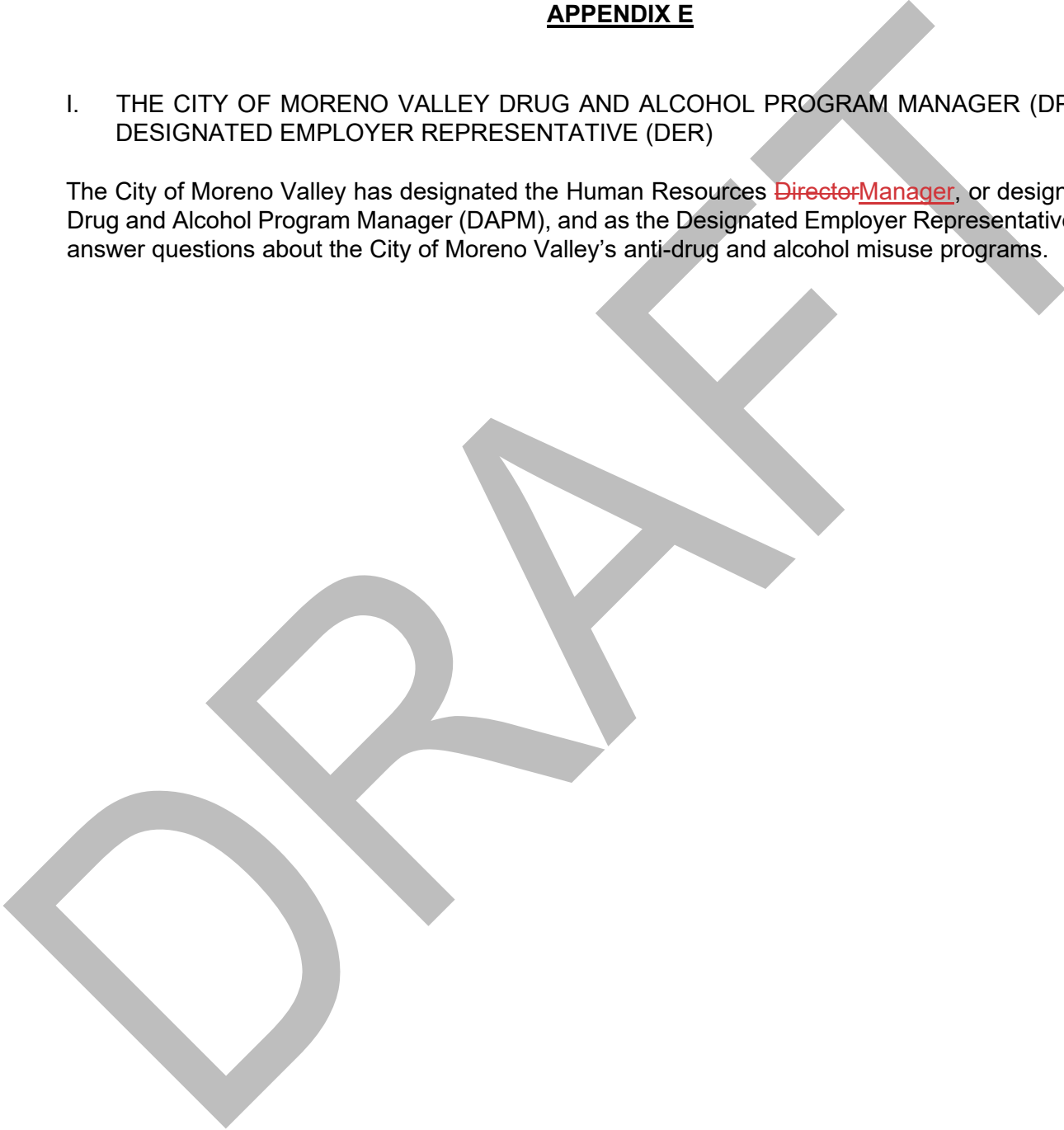
Signature of Supervisor #2 Date/Time

The City of Moreno Valley Personnel Rules & Regulations Drug and Alcohol-Free Workplace Policy

APPENDIX E

I. THE CITY OF MORENO VALLEY DRUG AND ALCOHOL PROGRAM MANAGER (DPMA) AND DESIGNATED EMPLOYER REPRESENTATIVE (DER)

The City of Moreno Valley has designated the Human Resources ~~Director~~ Manager, or designee, as the Drug and Alcohol Program Manager (DAPM), and as the Designated Employer Representative (DER) to answer questions about the City of Moreno Valley’s anti-drug and alcohol misuse programs.



Attachment: Personnel Rules And Regs Revised Draft 10.10.2022 (5968 : APPROVAL OF SUCCESSOR MEMORANDA OF UNDERSTANDING

CITY OF MORENO VALLEY
SALARY SCALE - CAREER POSITIONS
EFFECTIVE 07/08/2023

TITLE	GRP	GRADE		Maximum									
				STEPS									
				A	B	C	D	E	F	G	H	I	
					5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%
Accountant I	NE	C22	Annual	71,336.00	74,902.88	78,648.13	82,580.58	86,709.58	91,045.14	95,597.42	97,987.34	100,436.96	
			Monthly	5,944.67	6,241.91	6,554.01	6,881.72	7,225.80	7,587.10	7,966.45	8,165.61	8,369.75	
			Hourly	34.2962	36.0110	37.8116	39.7022	41.6873	43.7717	45.9603	47.1093	48.2870	
Accountant II	PAM	C24	Annual	78,648.04	82,580.37	86,709.38	91,044.93	95,597.22	100,377.06	105,395.89	108,030.83	110,731.50	
			Monthly	6,554.00	6,881.70	7,225.78	7,587.08	7,966.44	8,364.76	8,782.99	9,002.57	9,227.63	
			Hourly	37.8116	39.7021	41.6872	43.7716	45.9602	48.2582	50.6711	51.9379	53.2363	
Accounting Assistant	NE	C14	Annual	48,282.77	50,696.88	53,231.78	55,893.34	58,688.03	61,622.50	64,703.60	66,321.22	67,979.18	
			Monthly	4,023.56	4,224.74	4,435.98	4,657.78	4,890.67	5,135.21	5,391.97	5,526.77	5,664.93	
			Hourly	23.2129	24.3735	25.5922	26.8718	28.2154	29.6262	31.1075	31.8852	32.6823	
Accounting Technician	NE	C17	Annual	55,893.35	58,688.03	61,622.50	64,703.60	67,938.83	71,335.68	74,902.46	76,775.09	78,694.51	
			Monthly	4,657.78	4,890.67	5,135.21	5,391.97	5,661.57	5,944.64	6,241.87	6,397.92	6,557.88	
			Hourly	26.8718	28.2154	29.6262	31.1075	32.6629	34.2960	36.0108	36.9111	37.8339	
Accounts Payable Supervisor	NE	C22	Annual	71,336.00	74,902.88	78,648.13	82,580.58	86,709.58	91,045.14	95,597.42	97,987.34	100,436.96	
			Monthly	5,944.67	6,241.91	6,554.01	6,881.72	7,225.80	7,587.10	7,966.45	8,165.61	8,369.75	
			Hourly	34.2962	36.0110	37.8116	39.7022	41.6873	43.7717	45.9603	47.1093	48.2870	
Administrative Assistant	NE	C16	Annual	53,231.82	55,893.34	58,688.03	61,622.50	64,703.60	67,938.83	71,335.68	73,119.07	74,946.98	
			Monthly	4,435.99	4,657.78	4,890.67	5,135.21	5,391.97	5,661.57	5,944.64	6,093.26	6,245.58	
			Hourly	25.5922	26.8718	28.2154	29.6262	31.1075	32.6629	34.2960	35.1534	36.0322	
Animal Care Technician	NE	C11	Annual	41,708.46	43,793.98	45,983.60	48,282.83	50,696.88	53,231.78	55,893.34	57,290.69	58,722.98	
			Monthly	3,475.71	3,649.50	3,831.97	4,023.57	4,224.74	4,435.98	4,657.78	4,774.22	4,893.58	
			Hourly	20.0521	21.0548	22.1075	23.2129	24.3735	25.5922	26.8718	27.5436	28.2322	
Animal Care Technician Supervisor	PAM	C21	Annual	67,939.00	71,335.89	74,902.67	78,647.71	82,580.16	86,709.17	91,044.72	93,320.86	95,653.79	
			Monthly	5,661.58	5,944.66	6,241.89	6,553.98	6,881.68	7,225.76	7,587.06	7,776.74	7,971.15	
			Hourly	32.6630	34.2961	36.0109	37.8114	39.7020	41.6871	43.7715	44.8658	45.9874	
Animal Control Officer	NE	C15	Annual	50,696.98	53,231.78	55,893.34	58,688.03	61,622.50	64,703.60	67,938.83	69,637.36	71,378.32	
			Monthly	4,224.75	4,435.98	4,657.78	4,890.67	5,135.21	5,391.97	5,661.57	5,803.11	5,948.19	
			Hourly	24.3735	25.5922	26.8718	28.2154	29.6262	31.1075	32.6629	33.4795	34.3165	
Animal Rescue Coordinator	NE	C11	Annual	41,708.46	43,793.98	45,983.60	48,282.83	50,696.88	53,231.78	55,893.34	57,290.69	58,722.98	
			Monthly	3,475.71	3,649.50	3,831.97	4,023.57	4,224.74	4,435.98	4,657.78	4,774.22	4,893.58	
			Hourly	20.0521	21.0548	22.1075	23.2129	24.3735	25.5922	26.8718	27.5436	28.2322	
Animal Services Assistant	NE	C10	Annual	39,722.42	41,708.58	43,793.98	45,983.60	48,282.83	50,696.88	53,231.78	54,562.56	55,926.62	
			Monthly	3,310.20	3,475.72	3,649.50	3,831.97	4,023.57	4,224.74	4,435.98	4,546.88	4,660.55	
			Hourly	19.0973	20.0522	21.0548	22.1075	23.2129	24.3735	25.5922	26.2320	26.8878	
Animal Services Dispatcher	NE	C10	Annual	39,722.42	41,708.58	43,793.98	45,983.60	48,282.83	50,696.88	53,231.78	54,562.56	55,926.62	
			Monthly	3,310.20	3,475.72	3,649.50	3,831.97	4,023.57	4,224.74	4,435.98	4,546.88	4,660.55	
			Hourly	19.0973	20.0522	21.0548	22.1075	23.2129	24.3735	25.5922	26.2320	26.8878	
Animal Services Division Manager	DMG	C30	Annual	105,396.15	110,665.98	116,199.20	122,009.26	128,109.70	134,515.26	141,240.94	144,771.95	148,391.15	
			Monthly	8,783.01	9,222.17	9,683.27	10,167.44	10,675.81	11,209.61	11,770.08	12,064.33	12,365.93	
			Hourly	50.6712	53.2048	55.8650	58.6583	61.5912	64.6708	67.9043	69.6019	71.3419	

Attachment: salary-schedule-career (5968 : APPROVAL OF SUCCESSOR MEMORANDA OF

CITY OF MORENO VALLEY
SALARY SCALE - CAREER POSITIONS
EFFECTIVE 07/08/2023

TITLE	GRP	GRADE		Maximum									
				STEPS									
				A	B	C	D	E	F	G	H	I	
					5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%
Animal Services Field Supervisor	PAM	C22	Annual	71,336.00	74,902.88	78,648.13	82,580.58	86,709.58	91,045.14	95,597.42	97,987.34	100,436.96	
			Monthly	5,944.67	6,241.91	6,554.01	6,881.72	7,225.80	7,587.10	7,966.45	8,165.61	8,369.75	
			Hourly	34.2962	36.0110	37.8116	39.7022	41.6873	43.7717	45.9603	47.1093	48.2870	
Animal Services License Inspector	NE	C11	Annual	41,708.46	43,793.98	45,983.60	48,282.83	50,696.88	53,231.78	55,893.34	57,290.69	58,722.98	
			Monthly	3,475.71	3,649.50	3,831.97	4,023.57	4,224.74	4,435.98	4,657.78	4,774.22	4,893.58	
			Hourly	20.0521	21.0548	22.1075	23.2129	24.3735	25.5922	26.8718	27.5436	28.2322	
Animal Services Office Supervisor	PAM	C21	Annual	67,939.00	71,335.89	74,902.67	78,647.71	82,580.16	86,709.17	91,044.72	93,320.86	95,653.79	
			Monthly	5,661.58	5,944.66	6,241.89	6,553.98	6,881.68	7,225.76	7,587.06	7,776.74	7,971.15	
			Hourly	32.6630	34.2961	36.0109	37.8114	39.7020	41.6871	43.7715	44.8658	45.9874	
Applications & Data Base Administrator	PAM	C29	Annual	100,377.24	105,396.10	110,665.98	116,199.20	122,009.26	128,109.70	134,515.26	137,878.21	141,325.18	
			Monthly	8,364.77	8,783.01	9,222.17	9,683.27	10,167.44	10,675.81	11,209.61	11,489.85	11,777.10	
			Hourly	48.2583	50.6712	53.2048	55.8650	58.6583	61.5912	64.6708	66.2876	67.9448	
Applications Analyst	PAM	C25	Annual	82,580.36	86,709.38	91,044.93	95,597.22	100,377.06	105,395.89	110,665.78	113,432.38	116,268.26	
			Monthly	6,881.70	7,225.78	7,587.08	7,966.44	8,364.76	8,782.99	9,222.15	9,452.70	9,689.02	
			Hourly	39.7021	41.6872	43.7716	45.9602	48.2582	50.6711	53.2047	54.5348	55.8982	
Assistant to the City Manager	PAM	C24	Annual	78,648.04	82,580.37	86,709.38	91,044.93	95,597.22	100,377.06	105,395.89	108,030.83	110,731.50	
			Monthly	6,554.00	6,881.70	7,225.78	7,587.08	7,966.44	8,364.76	8,782.99	9,002.57	9,227.63	
			Hourly	37.8116	39.7021	41.6872	43.7716	45.9602	48.2582	50.6711	51.9379	53.2363	
Assistant Crossing Guard Supervisor	NE	C05	Annual	32,679.73	32,679.73	34,313.76	36,029.55	36,029.55	37,831.04	37,831.04	39,722.59	39,722.59	
			Monthly	2,723.31	2,723.31	2,859.48	3,002.46	3,002.46	3,152.59	3,152.59	3,310.22	3,310.22	
			Hourly	15.7114	16.4970	16.4970	17.3219	17.3219	18.1880	18.1880	19.0974	19.0974	
Assistant Engineer	PAM	C25	Annual	82,580.36	86,709.38	91,044.93	95,597.22	100,377.06	105,395.89	110,665.78	113,432.38	116,268.26	
			Monthly	6,881.70	7,225.78	7,587.08	7,966.44	8,364.76	8,782.99	9,222.15	9,452.70	9,689.02	
			Hourly	39.7021	41.6872	43.7716	45.9602	48.2582	50.6711	53.2047	54.5348	55.8982	
Assistant Network Administrator	PAM	C26	Annual	86,709.47	91,044.93	95,597.22	100,377.06	105,395.89	110,665.78	116,198.99	119,103.92	122,081.44	
			Monthly	7,225.79	7,587.08	7,966.44	8,364.76	8,782.99	9,222.15	9,683.25	9,925.33	10,173.45	
			Hourly	41.6872	43.7716	45.9602	48.2582	50.6711	53.2047	55.8649	57.2615	58.6930	
Assistant Planner	PAM	C22	Annual	71,336.00	74,902.88	78,648.13	82,580.58	86,709.58	91,045.14	95,597.42	97,987.34	100,436.96	
			Monthly	5,944.67	6,241.91	6,554.01	6,881.72	7,225.80	7,587.10	7,966.45	8,165.61	8,369.75	
			Hourly	34.2962	36.0110	37.8116	39.7022	41.6873	43.7717	45.9603	47.1093	48.2870	
Associate Engineer I	PAM	C28	Annual	95,597.35	100,377.26	105,396.10	110,665.98	116,199.20	122,009.26	128,109.70	131,312.48	134,595.34	
			Monthly	7,966.45	8,364.77	8,783.01	9,222.17	9,683.27	10,167.44	10,675.81	10,942.71	11,216.28	
			Hourly	45.9603	48.2583	50.6712	53.2048	55.8650	58.6583	61.5912	63.1310	64.7093	
Associate Engineer II	PAM	C29	Annual	100,377.24	105,396.10	110,665.98	116,199.20	122,009.26	128,109.70	134,515.26	137,878.21	141,325.18	
			Monthly	8,364.77	8,783.01	9,222.17	9,683.27	10,167.44	10,675.81	11,209.61	11,489.85	11,777.10	
			Hourly	48.2583	50.6712	53.2048	55.8650	58.6583	61.5912	64.6708	66.2876	67.9448	
Associate Planner	PAM	C25	Annual	82,580.36	86,709.38	91,044.93	95,597.22	100,377.06	105,395.89	110,665.78	113,432.38	116,268.26	
			Monthly	6,881.70	7,225.78	7,587.08	7,966.44	8,364.76	8,782.99	9,222.15	9,452.70	9,689.02	
			Hourly	39.7021	41.6872	43.7716	45.9602	48.2582	50.6711	53.2047	54.5348	55.8982	

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CITY OF MORENO VALLEY
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EFFECTIVE 07/08/2023

TITLE	GRP	GRADE		Maximum									
				STEPS									
				A	B	C	D	E	F	G	H	I	
					5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%
Audio Visual Technician	NE	C18	Annual	58,688.10	61,622.50	64,703.60	67,938.83	71,335.68	74,902.46	78,647.50	80,613.73	82,629.04	
			Monthly	4,890.68	5,135.21	5,391.97	5,661.57	5,944.64	6,241.87	6,553.96	6,717.81	6,885.75	
			Hourly	28.2154	29.6262	31.1075	32.6629	34.2960	36.0108	37.8113	38.7566	39.7255	
Banquet Facility Representative	PAM	C19	Annual	61,622.57	64,703.60	67,938.83	71,335.68	74,902.46	78,647.50	82,579.95	84,644.35	86,760.54	
			Monthly	5,135.21	5,391.97	5,661.57	5,944.64	6,241.87	6,553.96	6,881.66	7,053.70	7,230.05	
			Hourly	29.6262	31.1075	32.6629	34.2960	36.0108	37.8113	39.7019	40.6944	41.7118	
Building Safety Supervisor	PAM	C27	Annual	91,045.02	95,597.22	100,377.06	105,395.89	110,665.78	116,198.99	122,008.85	125,059.17	128,185.62	
			Monthly	7,587.09	7,966.44	8,364.76	8,782.99	9,222.15	9,683.25	10,167.40	10,421.60	10,682.14	
			Hourly	43.7716	45.9602	48.2582	50.6711	53.2047	55.8649	58.6581	60.1246	61.6277	
Building Division Manager / Building Official	DMG	C34	Annual	137,479.90	144,353.87	151,571.47	159,149.95	167,107.41	175,462.77	184,236.00	188,841.95	193,562.93	
			Monthly	11,456.66	12,029.49	12,630.96	13,262.50	13,925.62	14,621.90	15,353.00	15,736.83	16,130.24	
			Hourly	66.0961	69.4009	72.8709	76.5144	80.3401	84.3571	88.5750	90.7894	93.0591	
Building Inspector I I	NE	C24	Annual	78,648.04	82,580.37	86,709.38	91,044.93	95,597.22	100,377.06	105,395.89	108,030.83	110,731.50	
			Monthly	6,554.00	6,881.70	7,225.78	7,587.08	7,966.44	8,364.76	8,782.99	9,002.57	9,227.63	
			Hourly	37.8116	39.7021	41.6872	43.7716	45.9602	48.2582	50.6711	51.9379	53.2363	
Business License Liaison	NE	C16	Annual	53,231.82	55,893.34	58,688.03	61,622.50	64,703.60	67,938.83	71,335.68	73,119.07	74,946.98	
			Monthly	4,435.99	4,657.78	4,890.67	5,135.21	5,391.97	5,661.57	5,944.64	6,093.26	6,245.58	
			Hourly	25.5922	26.8718	28.2154	29.6262	31.1075	32.6629	34.2960	35.1534	36.0322	
Cable Television Producer	NE	C15	Annual	50,696.98	53,231.78	55,893.34	58,688.03	61,622.50	64,703.60	67,938.83	69,637.36	71,378.32	
			Monthly	4,224.75	4,435.98	4,657.78	4,890.67	5,135.21	5,391.97	5,661.57	5,803.11	5,948.19	
			Hourly	24.3735	25.5922	26.8718	28.2154	29.6262	31.1075	32.6629	33.4795	34.3165	
Child Care Assistant	GRA	CC06	Annual	29,680.14	2,246.40	32,054.56	32,054.56	38,962.56	40,910.69	42,956.16	45,103.97	47,359.10	
			Monthly	2,473.35	187.20	2,671.21	2,671.21	3,246.88	3,409.22	3,579.68	3,758.66	3,946.59	
			Hourly	15.4108	16.1814	16.9905	17.8400	18.7320	19.6686	20.6520	21.6846	22.7688	
Child Care Instructor I	GRA	CC09	Annual	34,881.20	36,625.26	38,456.50	40,379.25	42,398.30	44,518.24	46,744.26	47,912.80	49,110.67	
			Monthly	2,906.77	3,052.11	3,204.71	3,364.94	3,533.19	3,709.85	3,895.36	3,992.73	4,092.56	
			Hourly	16.7698	17.6083	18.4887	19.4131	20.3838	21.4030	22.4732	23.0350	23.6109	
Child Care Instructor II	GRA	CC10	Annual	37,671.90	39,555.57	41,533.44	43,610.11	45,790.58	48,080.03	50,484.10	51,746.24	53,040.00	
			Monthly	3,139.33	3,296.30	3,461.12	3,634.18	3,815.88	4,006.67	4,207.01	4,312.19	4,420.00	
			Hourly	18.1115	19.0171	19.9680	20.9664	22.0147	23.1154	24.2712	24.8780	25.5000	
Child Care Program Manager	GRA	C16	Annual	53,231.82	55,893.34	58,688.03	61,622.50	64,703.60	67,938.83	71,335.68	73,119.07	74,946.98	
			Monthly	4,435.99	4,657.78	4,890.67	5,135.21	5,391.97	5,661.57	5,944.64	6,093.26	6,245.58	
			Hourly	25.5922	26.8718	28.2154	29.6262	31.1075	32.6629	34.2960	35.1534	36.0322	
Child Care Site Supervisor	GRA	C14	Annual	48,282.77	50,696.88	53,231.78	55,893.34	58,688.03	61,622.50	64,703.60	66,321.22	67,979.18	
			Monthly	4,023.56	4,224.74	4,435.98	4,657.78	4,890.67	5,135.21	5,391.97	5,526.77	5,664.93	
			Hourly	23.2129	24.3735	25.5922	26.8718	28.2154	29.6262	31.1075	31.8852	32.6823	
Code & Neighborhood Services Division Manager	DMG	C30	Annual	105,396.15	110,665.98	116,199.20	122,009.26	128,109.70	134,515.26	141,240.94	144,771.95	148,391.15	
			Monthly	8,783.01	9,222.17	9,683.27	10,167.44	10,675.81	11,209.61	11,770.08	12,064.33	12,365.93	
			Hourly	50.6712	53.2048	55.8650	58.6583	61.5912	64.6708	67.9043	69.6019	71.3419	

Attachment: salary-schedule-career (5968) : APPROVAL OF SUCCESSOR MEMORANDA OF

CITY OF MORENO VALLEY
SALARY SCALE - CAREER POSITIONS
EFFECTIVE 07/08/2023

TITLE	GRP	GRADE	Maximum									
			STEPS									
			A	B	C	D	E	F	G	H	I	
				5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%
Code Compliance Officer I	NE	C18	Annual	58,688.10	61,622.50	64,703.60	67,938.83	71,335.68	74,902.46	78,647.50	80,613.73	82,629.04
			Monthly	4,890.68	5,135.21	5,391.97	5,661.57	5,944.64	6,241.87	6,553.96	6,717.81	6,885.75
			Hourly	28.2154	29.6262	31.1075	32.6629	34.2960	36.0108	37.8113	38.7566	39.7255
Code Compliance Officer II	NE	C20	Annual	64,703.73	67,938.83	71,335.68	74,902.46	78,647.50	82,579.95	86,708.96	88,876.74	91,098.59
			Monthly	5,391.98	5,661.57	5,944.64	6,241.87	6,553.96	6,881.66	7,225.75	7,406.40	7,591.55
			Hourly	31.1076	32.6629	34.2960	36.0108	37.8113	39.7019	41.6870	42.7292	43.7974
Community Enhancement Division Manager	DMG	C30	Annual	105,396.15	110,865.98	116,199.20	122,009.26	128,109.70	134,515.26	141,240.94	144,771.95	148,391.15
			Monthly	8,783.01	9,222.17	9,683.27	10,167.44	10,675.81	11,209.61	11,770.08	12,064.33	12,365.93
			Hourly	50.6712	53.2048	55.8650	58.6583	61.5912	64.6708	67.9043	69.6019	71.3419
Community Enhancement Supervisor	PAM	C23	Annual	74,902.84	78,647.92	82,580.37	86,709.38	91,044.93	95,597.22	100,377.06	102,886.58	105,458.70
			Monthly	6,241.90	6,553.99	6,881.70	7,225.78	7,587.08	7,966.44	8,364.76	8,573.88	8,788.23
			Hourly	36.0110	37.8115	39.7021	41.6872	43.7716	45.9602	48.2582	49.4647	50.7013
Community Enhancement Officer I	NE	C18	Annual	58,688.10	61,622.50	64,703.60	67,938.83	71,335.68	74,902.46	78,647.50	80,613.73	82,629.04
			Monthly	4,890.68	5,135.21	5,391.97	5,661.57	5,944.64	6,241.87	6,553.96	6,717.81	6,885.75
			Hourly	28.2154	29.6262	31.1075	32.6629	34.2960	36.0108	37.8113	38.7566	39.7255
Community Enhancement Officer II	NE	C20	Annual	64,703.73	67,938.83	71,335.68	74,902.46	78,647.50	82,579.95	86,708.96	88,876.74	91,098.59
			Monthly	5,391.98	5,661.57	5,944.64	6,241.87	6,553.96	6,881.66	7,225.75	7,406.40	7,591.55
			Hourly	31.1076	32.6629	34.2960	36.0108	37.8113	39.7019	41.6870	42.7292	43.7974
Community Services Assistant Coordinator	NE	C08	Annual	36,029.56	37,831.04	39,722.59	41,708.78	43,794.19	45,983.81	48,283.04	49,490.06	50,727.25
			Monthly	3,002.46	3,152.59	3,310.22	3,475.73	3,649.52	3,831.98	4,023.59	4,124.17	4,227.27
			Hourly	17.3219	18.1880	19.0974	20.0523	21.0549	22.1076	23.2130	23.7933	24.3881
Community Services Coordinator	NE	C10	Annual	39,722.42	41,708.58	43,793.98	45,983.60	48,282.83	50,696.88	53,231.78	54,562.56	55,926.62
			Monthly	3,310.20	3,475.72	3,649.50	3,831.97	4,023.57	4,224.74	4,435.98	4,546.88	4,660.55
			Hourly	19.0973	20.0522	21.0548	22.1075	23.2129	24.3735	25.5922	26.2320	26.8878
Community Services Superintendent	PAM	C23	Annual	74,902.84	78,647.92	82,580.37	86,709.38	91,044.93	95,597.22	100,377.06	102,886.58	105,458.70
			Monthly	6,241.90	6,553.99	6,881.70	7,225.78	7,587.08	7,966.44	8,364.76	8,573.88	8,788.23
			Hourly	36.0110	37.8115	39.7021	41.6872	43.7716	45.9602	48.2582	49.4647	50.7013
Community Services Supervisor	PAM	C19	Annual	61,622.57	64,703.60	67,938.83	71,335.68	74,902.46	78,647.50	82,579.95	84,644.35	86,760.54
			Monthly	5,135.21	5,391.97	5,661.57	5,944.64	6,241.87	6,553.96	6,881.66	7,053.70	7,230.05
			Hourly	29.6262	31.1075	32.6629	34.2960	36.0108	37.8113	39.7019	40.6944	41.7118
Construction Inspector	NE	C22	Annual	71,336.00	74,902.88	78,648.13	82,580.58	86,709.58	91,045.14	95,597.42	97,987.34	100,436.96
			Monthly	5,944.67	6,241.91	6,554.01	6,881.72	7,225.80	7,587.10	7,966.45	8,165.61	8,369.75
			Hourly	34.2962	36.0110	37.8116	39.7022	41.6873	43.7717	45.9603	47.1093	48.2870
Construction Inspector Supervisor	PAM	C25	Annual	82,580.36	86,709.38	91,044.93	95,597.22	100,377.06	105,395.89	110,865.78	113,432.38	116,268.26
			Monthly	6,881.70	7,225.78	7,587.08	7,966.44	8,364.76	8,782.99	9,222.15	9,452.70	9,689.02
			Hourly	39.7021	41.6872	43.7716	45.9602	48.2582	50.6711	53.2047	54.5348	55.8982
Crossing Guard Supervisor	NE	C07	Annual	34,313.76	36,029.55	37,831.04	39,722.59	41,708.78	43,794.19	45,983.81	47,133.42	48,311.74
			Monthly	2,859.48	3,002.46	3,152.59	3,310.22	3,475.73	3,649.52	3,831.98	3,927.79	4,025.98
			Hourly	16.4970	17.3219	18.1880	19.0974	20.0523	21.0549	22.1076	22.6603	23.2268

Attachment: salary-schedule-career (5968 : APPROVAL OF SUCCESSOR MEMORANDA OF

CITY OF MORENO VALLEY
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EFFECTIVE 07/08/2023

TITLE	GRP	GRADE		Maximum									
				STEPS									
				A	B	C	D	E	F	G	H	I	
					5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%
Deputy City Clerk	NE	C17	Annual	55,893.35	58,688.03	61,622.50	64,703.60	67,938.83	71,335.68	74,902.46	76,775.09	78,694.51	
			Monthly	4,657.78	4,890.67	5,135.21	5,391.97	5,661.57	5,944.64	6,241.87	6,397.92	6,557.88	
			Hourly	26.8718	28.2154	29.6262	31.1075	32.6629	34.2960	36.0108	36.9111	37.8339	
Deputy City Manager	DMG	C30	Annual	105,396.15	110,665.98	116,199.20	122,009.26	128,109.70	134,515.26	141,240.94	144,771.95	148,391.15	
			Monthly	8,783.01	9,222.17	9,683.27	10,167.44	10,675.81	11,209.61	11,770.08	12,064.33	12,365.93	
			Hourly	50.6712	53.2048	55.8650	58.6583	61.5912	64.6708	67.9043	69.6019	71.3419	
Deputy Finance Director	DMG	C34	Annual	137,479.90	144,353.87	151,571.47	159,149.95	167,107.41	175,462.77	184,236.00	188,841.95	193,562.93	
			Monthly	11,456.66	12,029.49	12,630.96	13,262.50	13,925.62	14,621.90	15,353.00	15,736.83	16,130.24	
			Hourly	66.0961	69.4009	72.8709	76.5144	80.3401	84.3571	88.5750	90.7894	93.0591	
Economic Development Division Manager	DMG	C30	Annual	105,396.15	110,665.98	116,199.20	122,009.26	128,109.70	134,515.26	141,240.94	144,771.95	148,391.15	
			Monthly	8,783.01	9,222.17	9,683.27	10,167.44	10,675.81	11,209.61	11,770.08	12,064.33	12,365.93	
			Hourly	50.6712	53.2048	55.8650	58.6583	61.5912	64.6708	67.9043	69.6019	71.3419	
Electric Utility Chief Engineer	PAM	C34	Annual	137,479.90	144,353.87	151,571.47	159,149.95	167,107.41	175,462.77	184,236.00	188,841.95	193,562.93	
			Monthly	11,456.66	12,029.49	12,630.96	13,262.50	13,925.62	14,621.90	15,353.00	15,736.83	16,130.24	
			Hourly	66.0961	69.4009	72.8709	76.5144	80.3401	84.3571	88.5750	90.7894	93.0591	
Electric Utility Division Manager	DMG	C36	Annual	158,875.52	166,819.33	175,160.34	183,918.38	193,114.27	202,770.05	212,908.59	218,231.31	223,687.15	
			Monthly	13,239.63	13,901.61	14,596.70	15,326.53	16,092.86	16,897.50	17,742.38	18,185.94	18,640.60	
			Hourly	76.3825	80.2016	84.2117	88.4223	92.8434	97.4856	102.3599	104.9189	107.5419	
Electric Utility Program Coordinator	PAM	C24	Annual	78,648.04	82,580.37	86,709.38	91,044.93	95,597.22	100,377.06	105,395.89	108,030.83	110,731.50	
			Monthly	6,554.00	6,881.70	7,225.78	7,587.08	7,966.44	8,364.76	8,782.99	9,002.57	9,227.63	
			Hourly	37.8116	39.7021	41.6872	43.7716	45.9602	48.2582	50.6711	51.9379	53.2363	
Emergency Management & Volunteer Services Program Manager	DMG	C30	Annual	105,396.15	110,665.98	116,199.20	122,009.26	128,109.70	134,515.26	141,240.94	144,771.95	148,391.15	
			Monthly	8,783.01	9,222.17	9,683.27	10,167.44	10,675.81	11,209.61	11,770.08	12,064.33	12,365.93	
			Hourly	50.6712	53.2048	55.8650	58.6583	61.5912	64.6708	67.9043	69.6019	71.3419	
Emergency Management & Volunteer Services Program Specialist	NE	C16	Annual	53,231.82	55,893.34	58,688.03	61,622.50	64,703.60	67,938.83	71,335.68	73,119.07	74,946.98	
			Monthly	4,435.99	4,657.78	4,890.67	5,135.21	5,391.97	5,661.57	5,944.64	6,093.26	6,245.58	
			Hourly	25.5922	26.8718	28.2154	29.6262	31.1075	32.6629	34.2960	35.1534	36.0322	
Engineering Division Manager/Assistant City Engineer	DMG	C34	Annual	137,479.90	144,353.87	151,571.47	159,149.95	167,107.41	175,462.77	184,236.00	188,841.95	193,562.93	
			Monthly	11,456.66	12,029.49	12,630.96	13,262.50	13,925.62	14,621.90	15,353.00	15,736.83	16,130.24	
			Hourly	66.0961	69.4009	72.8709	76.5144	80.3401	84.3571	88.5750	90.7894	93.0591	
Engineering Technician I I	NE	C21	Annual	67,939.00	71,335.89	74,902.67	78,647.71	82,580.16	86,709.17	91,044.72	93,320.86	95,653.79	
			Monthly	5,661.58	5,944.66	6,241.89	6,553.98	6,881.68	7,225.76	7,587.06	7,776.74	7,971.15	
			Hourly	32.6630	34.2961	36.0109	37.8114	39.7020	41.6871	43.7715	44.8658	45.9874	
Enterprise Systems Administrator	PAM	C31	Annual	110,665.98	116,199.20	122,009.26	128,109.70	134,515.26	141,240.94	148,302.96	152,010.56	155,810.93	
			Monthly	9,222.17	9,683.27	10,167.44	10,675.81	11,209.61	11,770.08	12,358.58	12,667.55	12,984.24	
			Hourly	53.2048	55.8650	58.6583	61.5912	64.6708	67.9043	71.2995	73.0820	74.9091	
Equipment Operator	NE	C17	Annual	55,893.35	58,688.03	61,622.50	64,703.60	67,938.83	71,335.68	74,902.46	76,775.09	78,694.51	
			Monthly	4,657.78	4,890.67	5,135.21	5,391.97	5,661.57	5,944.64	6,241.87	6,397.92	6,557.88	
			Hourly	26.8718	28.2154	29.6262	31.1075	32.6629	34.2960	36.0108	36.9111	37.8339	

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TITLE	GRP	GRADE		Maximum									
				STEPS									
				A	B	C	D	E	F	G	H	I	
					5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%
Executive Assistant I	NE	C19	Annual	61,622.57	64,703.60	67,938.83	71,335.68	74,902.46	78,647.50	82,579.95	84,644.35	86,760.54	
			Monthly	5,135.21	5,391.97	5,661.57	5,944.64	6,241.87	6,553.96	6,881.66	7,053.70	7,230.05	
			Hourly	29.6262	31.1075	32.6629	34.2960	36.0108	37.8113	39.7019	40.6944	41.7118	
Exec Assistant to Mayor & City Council	PAM	C21	Annual	67,939.00	71,335.89	74,902.67	78,647.71	82,580.16	86,709.17	91,044.72	93,320.86	95,653.79	
			Monthly	5,661.58	5,944.66	6,241.89	6,553.98	6,881.68	7,225.76	7,587.06	7,776.74	7,971.15	
			Hourly	32.6630	34.2961	36.0109	37.8114	39.7020	41.6871	43.7715	44.8658	45.9874	
Facilities Maintenance Mechanic	NE	C15	Annual	50,696.98	53,231.78	55,893.34	58,688.03	61,622.50	64,703.60	67,938.83	69,637.36	71,378.32	
			Monthly	4,224.75	4,435.98	4,657.78	4,890.67	5,135.21	5,391.97	5,661.57	5,803.11	5,948.19	
			Hourly	24.3735	25.5922	26.8718	28.2154	29.6262	31.1075	32.6629	33.4795	34.3165	
Facilities Maintenance Worker	NE	C13	Annual	45,983.58	48,282.83	50,696.88	53,231.78	55,893.34	58,688.03	61,622.50	63,163.15	64,742.29	
			Monthly	3,831.97	4,023.57	4,224.74	4,435.98	4,657.78	4,890.67	5,135.21	5,263.60	5,395.19	
			Hourly	22.1075	23.2129	24.3735	25.5922	26.8718	28.2154	29.6262	30.3669	31.1261	
Financial Resources Division Manager	DMG	C33	Annual	127,888.23	134,282.72	140,996.96	148,046.91	155,449.22	163,221.76	171,382.85	175,667.44	180,059.15	
			Monthly	10,657.35	11,190.23	11,749.75	12,337.24	12,954.10	13,601.81	14,281.90	14,638.95	15,004.93	
			Hourly	61.4847	64.5590	67.7870	71.1764	74.7352	78.4720	82.3956	84.4555	86.5669	
Fleet & Facilities Maintenance Supervisor	PAM	C27	Annual	91,045.02	95,597.22	100,377.06	105,395.89	110,665.78	116,198.99	122,008.85	125,059.17	128,185.62	
			Monthly	7,587.09	7,966.44	8,364.76	8,782.99	9,222.15	9,683.25	10,167.40	10,421.60	10,682.14	
			Hourly	43.7716	45.9602	48.2582	50.6711	53.2047	55.8649	58.6581	60.1246	61.6277	
Geographic Information System Administrator	PAM	C29	Annual	100,377.24	105,396.10	110,665.98	116,199.20	122,009.26	128,109.70	134,515.26	137,878.21	141,325.18	
			Monthly	8,364.77	8,783.01	9,222.17	9,683.27	10,167.44	10,675.81	11,209.61	11,489.85	11,777.10	
			Hourly	48.2583	50.6712	53.2048	55.8650	58.6583	61.5912	64.6708	66.2876	67.9448	
Geographic Information System / Application Analyst	PAM	C25	Annual	82,580.36	86,709.38	91,044.93	95,597.22	100,377.06	105,395.89	110,665.78	113,432.38	116,268.26	
			Monthly	6,881.70	7,225.78	7,587.08	7,966.44	8,364.76	8,782.99	9,222.15	9,452.70	9,689.02	
			Hourly	39.7021	41.6872	43.7716	45.9602	48.2582	50.6711	53.2047	54.5348	55.8982	
Geographic Information System Specialist	NE	C21	Annual	67,939.00	71,335.89	74,902.67	78,647.71	82,580.16	86,709.17	91,044.72	93,320.86	95,653.79	
			Monthly	5,661.58	5,944.66	6,241.89	6,553.98	6,881.68	7,225.76	7,587.06	7,776.74	7,971.15	
			Hourly	32.6630	34.2961	36.0109	37.8114	39.7020	41.6871	43.7715	44.8658	45.9874	
Grant Program Manager	PAM	C27	Annual	91,045.02	95,597.22	100,377.06	105,395.89	110,665.78	116,198.99	122,008.85	125,059.17	128,185.62	
			Monthly	7,587.09	7,966.44	8,364.76	8,782.99	9,222.15	9,683.25	10,167.40	10,421.60	10,682.14	
			Hourly	43.7716	45.9602	48.2582	50.6711	53.2047	55.8649	58.6581	60.1246	61.6277	
Human Resources Analyst	PAM	C24	Annual	78,648.04	82,580.37	86,709.38	91,044.93	95,597.22	100,377.06	105,395.89	108,030.83	110,731.50	
			Monthly	6,554.00	6,881.70	7,225.78	7,587.08	7,966.44	8,364.76	8,782.99	9,002.57	9,227.63	
			Hourly	37.8116	39.7021	41.6872	43.7716	45.9602	48.2582	50.6711	51.9379	53.2363	
Human Resources Division Manager	DMG	C34	Annual	137,479.90	144,353.87	151,571.47	159,149.95	167,107.41	175,462.77	184,236.00	188,841.95	193,562.93	
			Monthly	11,456.66	12,029.49	12,630.96	13,262.50	13,925.62	14,621.90	15,353.00	15,736.83	16,130.24	
			Hourly	66.0961	69.4009	72.8709	76.5144	80.3401	84.3571	88.5750	90.7894	93.0591	
Information Technology Technician	NE	C20	Annual	64,703.73	67,938.83	71,335.68	74,902.46	78,647.50	82,579.95	86,708.96	88,876.74	91,098.59	
			Monthly	5,391.98	5,661.57	5,944.64	6,241.87	6,553.96	6,881.66	7,225.75	7,406.40	7,591.55	
			Hourly	31.1076	32.6629	34.2960	36.0108	37.8113	39.7019	41.6870	42.7292	43.7974	

Attachment: salary-schedule-career (5968 : APPROVAL OF SUCCESSOR MEMORANDA OF

CITY OF MORENO VALLEY
SALARY SCALE - CAREER POSITIONS
EFFECTIVE 07/08/2023

TITLE	GRP	GRADE		Maximum								
				STEPS								
				Hire Rate								
A	B	C	D	E	F	G	H	I				
				5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%
Landscape Services Inspector	NE	C18	Annual	58,688.10	61,622.50	64,703.60	67,938.83	71,335.68	74,902.46	78,647.50	80,613.73	82,629.04
			Monthly	4,890.68	5,135.21	5,391.97	5,661.57	5,944.64	6,241.87	6,553.96	6,717.81	6,885.75
			Hourly	28.2154	29.6262	31.1075	32.6629	34.2960	36.0108	37.8113	38.7566	39.7255
Landscape Services Supervisor	PAM	C25	Annual	82,580.36	86,709.38	91,044.93	95,597.22	100,377.06	105,395.89	110,665.78	113,432.38	116,268.26
			Monthly	6,881.70	7,225.78	7,587.08	7,966.44	8,364.76	8,782.99	9,222.15	9,452.70	9,689.02
			Hourly	39.7021	41.6872	43.7716	45.9602	48.2582	50.6711	53.2047	54.5348	55.8982
Lead Facilities Maintenance Worker	NE	C18	Annual	58,688.10	61,622.50	64,703.60	67,938.83	71,335.68	74,902.46	78,647.50	80,613.73	82,629.04
			Monthly	4,890.68	5,135.21	5,391.97	5,661.57	5,944.64	6,241.87	6,553.96	6,717.81	6,885.75
			Hourly	28.2154	29.6262	31.1075	32.6629	34.2960	36.0108	37.8113	38.7566	39.7255
Lead Maintenance Worker	NE	C19	Annual	61,622.57	64,703.60	67,938.83	71,335.68	74,902.46	78,647.50	82,579.95	84,644.35	86,760.54
			Monthly	5,135.21	5,391.97	5,661.57	5,944.64	6,241.87	6,553.96	6,881.66	7,053.70	7,230.05
			Hourly	29.6262	31.1075	32.6629	34.2960	36.0108	37.8113	39.7019	40.6944	41.7118
Lead Parks Maintenance Worker	NE	C15	Annual	50,696.98	53,231.78	55,893.34	58,688.03	61,622.50	64,703.60	67,938.83	69,637.36	71,378.32
			Monthly	4,224.75	4,435.98	4,657.78	4,890.67	5,135.21	5,391.97	5,661.57	5,803.11	5,948.19
			Hourly	24.3735	25.5922	26.8718	28.2154	29.6262	31.1075	32.6629	33.4795	34.3165
Lead Traffic Signing / Marking Technician	NE	C18	Annual	58,688.10	61,622.50	64,703.60	67,938.83	71,335.68	74,902.46	78,647.50	80,613.73	82,629.04
			Monthly	4,890.68	5,135.21	5,391.97	5,661.57	5,944.64	6,241.87	6,553.96	6,717.81	6,885.75
			Hourly	28.2154	29.6262	31.1075	32.6629	34.2960	36.0108	37.8113	38.7566	39.7255
Lead Vehicle / Equip Technician	NE	C19	Annual	61,622.57	64,703.60	67,938.83	71,335.68	74,902.46	78,647.50	82,579.95	84,644.35	86,760.54
			Monthly	5,135.21	5,391.97	5,661.57	5,944.64	6,241.87	6,553.96	6,881.66	7,053.70	7,230.05
			Hourly	29.6262	31.1075	32.6629	34.2960	36.0108	37.8113	39.7019	40.6944	41.7118
Maintenance & Operations Division Manager	DMG	C31	Annual	110,665.98	116,199.20	122,009.26	128,109.70	134,515.26	141,240.94	148,302.96	152,010.56	155,810.93
			Monthly	9,222.17	9,683.27	10,167.44	10,675.81	11,209.61	11,770.08	12,358.58	12,667.55	12,984.24
			Hourly	53.2048	55.8650	58.6583	61.5912	64.6708	67.9043	71.2995	73.0820	74.9091
Maintenance Worker I	NE	C12	Annual	43,793.79	45,983.39	48,282.62	50,696.67	53,231.57	55,893.14	58,687.82	60,155.06	61,658.90
			Monthly	3,649.48	3,831.95	4,023.55	4,224.72	4,435.96	4,657.76	4,890.65	5,012.92	5,138.24
			Hourly	21.0547	22.1074	23.2128	24.3734	25.5921	26.8717	28.2153	28.9207	29.6437
Maintenance Worker II	NE	C15	Annual	50,696.98	53,231.78	55,893.34	58,688.03	61,622.50	64,703.60	67,938.83	69,637.36	71,378.32
			Monthly	4,224.75	4,435.98	4,657.78	4,890.67	5,135.21	5,391.97	5,661.57	5,803.11	5,948.19
			Hourly	24.3735	25.5922	26.8718	28.2154	29.6262	31.1075	32.6629	33.4795	34.3165
Management Aide	NE	C18	Annual	58,688.10	61,622.50	64,703.60	67,938.83	71,335.68	74,902.46	78,647.50	80,613.73	82,629.04
			Monthly	4,890.68	5,135.21	5,391.97	5,661.57	5,944.64	6,241.87	6,553.96	6,717.81	6,885.75
			Hourly	28.2154	29.6262	31.1075	32.6629	34.2960	36.0108	37.8113	38.7566	39.7255
Management Analyst	PAM	C24	Annual	78,648.04	82,580.37	86,709.38	91,044.93	95,597.22	100,377.06	105,395.89	108,030.83	110,731.50
			Monthly	6,554.00	6,881.70	7,225.78	7,587.08	7,966.44	8,364.76	8,782.99	9,002.57	9,227.63
			Hourly	37.8116	39.7021	41.6872	43.7716	45.9602	48.2582	50.6711	51.9379	53.2363
Management Assistant	PAM	C22	Annual	71,336.00	74,902.88	78,648.13	82,580.58	86,709.58	91,045.14	95,597.42	97,987.34	100,436.96
			Monthly	5,944.67	6,241.91	6,554.01	6,881.72	7,225.80	7,587.10	7,966.45	8,165.61	8,369.75
			Hourly	34.2962	36.0110	37.8116	39.7022	41.6873	43.7717	45.9603	47.1093	48.2870

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CITY OF MORENO VALLEY
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EFFECTIVE 07/08/2023

TITLE	GRP	GRADE		Maximum									
				STEPS									
				A	B	C	D	E	F	G	H	I	
					5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%
Media & Communications Division Manager	DMG	C33	Annual	127,888.23	134,282.72	140,996.96	148,046.91	155,449.22	163,221.76	171,382.85	175,667.44	180,059.15	
			Monthly	10,657.35	11,190.23	11,749.75	12,337.24	12,954.10	13,601.81	14,281.90	14,638.95	15,004.93	
			Hourly	61.4847	64.5590	67.7870	71.1764	74.7352	78.4720	82.3956	84.4555	86.5669	
Network Administrator	PAM	C31	Annual	110,665.98	116,199.20	122,009.26	128,109.70	134,515.26	141,240.94	148,302.96	152,010.56	155,810.93	
			Monthly	9,222.17	9,683.27	10,167.44	10,675.81	11,209.61	11,770.08	12,358.58	12,667.55	12,984.24	
			Hourly	53.2048	55.8650	58.6583	61.5912	64.6708	67.9043	71.2995	73.0820	74.9091	
Network & Systems Specialist	PAM	C24	Annual	78,648.04	82,580.37	86,709.38	91,044.93	95,597.22	100,377.06	105,395.89	108,030.83	110,731.50	
			Monthly	6,554.00	6,881.70	7,225.78	7,587.08	7,966.44	8,364.76	8,782.99	9,002.57	9,227.63	
			Hourly	37.8116	39.7021	41.6872	43.7716	45.9602	48.2582	50.6711	51.9379	53.2363	
Paralegal	NE	C20	Annual	64,703.73	67,938.83	71,335.68	74,902.46	78,647.50	82,579.95	86,708.96	88,876.74	91,098.59	
			Monthly	5,391.98	5,661.57	5,944.64	6,241.87	6,553.96	6,881.66	7,225.75	7,406.40	7,591.55	
			Hourly	31.1076	32.6629	34.2960	36.0108	37.8113	39.7019	41.6870	42.7292	43.7974	
Park Ranger	NE	C16	Annual	53,231.82	55,893.34	58,688.03	61,622.50	64,703.60	67,938.83	71,335.68	73,119.07	74,946.98	
			Monthly	4,435.99	4,657.78	4,890.67	5,135.21	5,391.97	5,661.57	5,944.64	6,093.26	6,245.58	
			Hourly	25.5922	26.8718	28.2154	29.6262	31.1075	32.6629	34.2960	35.1534	36.0322	
Parking Control Officer	NE	C12	Annual	43,793.79	45,983.39	48,282.62	50,696.67	53,231.57	55,893.14	58,687.82	60,155.06	61,658.90	
			Monthly	3,649.48	3,831.95	4,023.55	4,224.72	4,435.96	4,657.76	4,890.65	5,012.92	5,138.24	
			Hourly	21.0547	22.1074	23.2128	24.3734	25.5921	26.8717	28.2153	28.9207	29.6437	
Parks & Community Services Deputy Director	DMG	C31	Annual	110,665.98	116,199.20	122,009.26	128,109.70	134,515.26	141,240.94	148,302.96	152,010.56	155,810.93	
			Monthly	9,222.17	9,683.27	10,167.44	10,675.81	11,209.61	11,770.08	12,358.58	12,667.55	12,984.24	
			Hourly	53.2048	55.8650	58.6583	61.5912	64.6708	67.9043	71.2995	73.0820	74.9091	
Parks Maintenance Superintendent	PAM	C27	Annual	91,045.02	95,597.22	100,377.06	105,395.89	110,665.78	116,198.99	122,008.85	125,059.17	128,185.62	
			Monthly	7,587.09	7,966.44	8,364.76	8,782.99	9,222.15	9,683.25	10,167.40	10,421.60	10,682.14	
			Hourly	43.7716	45.9602	48.2582	50.6711	53.2047	55.8649	58.6581	60.1246	61.6277	
Parks Maintenance Supervisor	PAM	C23	Annual	74,902.84	78,647.92	82,580.37	86,709.38	91,044.93	95,597.22	100,377.06	102,886.58	105,458.70	
			Monthly	6,241.90	6,553.99	6,881.70	7,225.78	7,587.08	7,966.44	8,364.76	8,573.88	8,788.23	
			Hourly	36.0110	37.8115	39.7021	41.6872	43.7716	45.9602	48.2582	49.4647	50.7013	
Parks Maintenance Worker	NE	C12	Annual	43,793.79	45,983.39	48,282.62	50,696.67	53,231.57	55,893.14	58,687.82	60,155.06	61,658.90	
			Monthly	3,649.48	3,831.95	4,023.55	4,224.72	4,435.96	4,657.76	4,890.65	5,012.92	5,138.24	
			Hourly	21.0547	22.1074	23.2128	24.3734	25.5921	26.8717	28.2153	28.9207	29.6437	
Payroll Supervisor	PAM	C26	Annual	86,709.47	91,044.93	95,597.22	100,377.06	105,395.89	110,665.78	116,198.99	119,103.92	122,081.44	
			Monthly	7,225.79	7,587.08	7,966.44	8,364.76	8,782.99	9,222.15	9,683.25	9,925.33	10,173.45	
			Hourly	41.6872	43.7716	45.9602	48.2582	50.6711	53.2047	55.8649	57.2615	58.6930	
Permit Technician	NE	C18	Annual	58,688.10	61,622.50	64,703.60	67,938.83	71,335.68	74,902.46	78,647.50	80,613.73	82,629.04	
			Monthly	4,890.68	5,135.21	5,391.97	5,661.57	5,944.64	6,241.87	6,553.96	6,717.81	6,885.75	
			Hourly	28.2154	29.6262	31.1075	32.6629	34.2960	36.0108	37.8113	38.7566	39.7255	
Planning Division Manager / Official	DMG	C34	Annual	137,479.90	144,353.87	151,571.47	159,149.95	167,107.41	175,462.77	184,236.00	188,841.95	193,562.93	
			Monthly	11,456.66	12,029.49	12,630.96	13,262.50	13,925.62	14,621.90	15,353.00	15,736.83	16,130.24	
			Hourly	66.0961	69.4009	72.8709	76.5144	80.3401	84.3571	88.5750	90.7894	93.0591	

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EFFECTIVE 07/08/2023

TITLE	GRP	GRADE		Maximum								
				STEPS								
				A	B	C	D	E	F	G	H	I
				Hire Rate								
				5.0% 5.0% 5.0% 5.0% 5.0% 5.0% 5.0% 2.5% 2.5%								
Principal Accountant	PAM	C28	Annual	95,597.35	100,377.26	105,396.10	110,665.98	116,199.20	122,009.26	128,109.70	131,312.48	134,595.34
			Monthly	7,966.45	8,364.77	8,783.01	9,222.17	9,683.27	10,167.44	10,675.81	10,942.71	11,216.28
			Hourly	45.9603	48.2583	50.6712	53.2048	55.8650	58.6583	61.5912	63.1310	64.7093
Principal Engineer	DMG	C33	Annual	127,888.23	134,282.72	140,996.96	148,046.91	155,449.22	163,221.76	171,382.85	175,667.44	180,059.15
			Monthly	10,657.35	11,190.23	11,749.75	12,337.24	12,954.10	13,601.81	14,281.90	14,638.95	15,004.93
			Hourly	61.4847	64.5590	67.7870	71.1764	74.7352	78.4720	82.3956	84.4555	86.5669
Principal Engineer / City Traffic Engineer	DMG	C33	Annual	127,888.23	134,282.72	140,996.96	148,046.91	155,449.22	163,221.76	171,382.85	175,667.44	180,059.15
			Monthly	10,657.35	11,190.23	11,749.75	12,337.24	12,954.10	13,601.81	14,281.90	14,638.95	15,004.93
			Hourly	61.4847	64.5590	67.7870	71.1764	74.7352	78.4720	82.3956	84.4555	86.5669
Principal Planner	PAM	C33	Annual	127,888.23	134,282.72	140,996.96	148,046.91	155,449.22	163,221.76	171,382.85	175,667.44	180,059.15
			Monthly	10,657.35	11,190.23	11,749.75	12,337.24	12,954.10	13,601.81	14,281.90	14,638.95	15,004.93
			Hourly	61.4847	64.5590	67.7870	71.1764	74.7352	78.4720	82.3956	84.4555	86.5669
Public Information & Intergovernmental Relations Officer	PAM	C28	Annual	95,597.35	100,377.26	105,396.10	110,665.98	116,199.20	122,009.26	128,109.70	131,312.48	134,595.34
			Monthly	7,966.45	8,364.77	8,783.01	9,222.17	9,683.27	10,167.44	10,675.81	10,942.71	11,216.28
			Hourly	45.9603	48.2583	50.6712	53.2048	55.8650	58.6583	61.5912	63.1310	64.7093
Public Safety Contracts Administrator	DMG	C30	Annual	105,396.15	110,665.98	116,199.20	122,009.26	128,109.70	134,515.26	141,240.94	144,771.95	148,391.15
			Monthly	8,783.01	9,222.17	9,683.27	10,167.44	10,675.81	11,209.61	11,770.08	12,064.33	12,365.93
			Hourly	50.6712	53.2048	55.8650	58.6583	61.5912	64.6708	67.9043	69.6019	71.3419
Purchasing Division Manager	DMG	C32	Annual	118,965.97	124,914.19	131,159.81	137,717.84	144,603.68	151,833.97	159,425.76	163,411.46	167,496.78
			Monthly	9,913.83	10,409.52	10,929.98	11,476.49	12,050.31	12,652.83	13,285.48	13,617.62	13,958.07
			Hourly	57.1952	60.0549	63.0576	66.2105	69.5210	72.9971	76.6470	78.5632	80.5273
Recreation Program Leader	NE	C06	Annual	32,679.73	34,313.76	36,029.55	37,831.04	39,722.59	41,708.78	43,794.19	44,889.10	46,011.26
			Monthly	2,723.31	2,859.48	3,002.46	3,152.59	3,310.22	3,475.73	3,649.52	3,740.76	3,834.27
			Hourly	15.7114	16.4970	17.3219	18.1880	19.0974	20.0523	21.0549	21.5813	22.1208
Recycling Specialist	NE	C16	Annual	53,231.82	55,893.34	58,688.03	61,622.50	64,703.60	67,938.83	71,335.68	73,119.07	74,946.98
			Monthly	4,435.99	4,657.78	4,890.67	5,135.21	5,391.97	5,661.57	5,944.64	6,093.26	6,245.58
			Hourly	25.5922	26.8718	28.2154	29.6262	31.1075	32.6629	34.2960	35.1534	36.0322
Security Guard	NE	C08	Annual	36,029.56	37,831.04	39,722.59	41,708.78	43,794.19	45,983.81	48,283.04	49,490.06	50,727.25
			Monthly	3,002.46	3,152.59	3,310.22	3,475.73	3,649.52	3,831.98	4,023.59	4,124.17	4,227.27
			Hourly	17.3219	18.1880	19.0974	20.0523	21.0549	22.1076	23.2130	23.7933	24.3881
Senior Accountant	PAM	C25	Annual	82,580.36	86,709.38	91,044.93	95,597.22	100,377.06	105,395.89	110,665.78	113,432.38	116,268.26
			Monthly	6,881.70	7,225.78	7,587.08	7,966.44	8,364.76	8,782.99	9,222.15	9,452.70	9,689.02
			Hourly	39.7021	41.6872	43.7716	45.9602	48.2582	50.6711	53.2047	54.5348	55.8982
Senior Administrative Assistant	NE	C17	Annual	55,893.35	58,688.03	61,622.50	64,703.60	67,938.83	71,335.68	74,902.46	76,775.09	78,694.51
			Monthly	4,657.78	4,890.67	5,135.21	5,391.97	5,661.57	5,944.64	6,241.87	6,397.92	6,557.88
			Hourly	26.8718	28.2154	29.6262	31.1075	32.6629	34.2960	36.0108	36.9111	37.8339
Senior Applications Analyst	PAM	C27	Annual	91,045.02	95,597.22	100,377.06	105,395.89	110,665.78	116,198.99	122,008.85	125,059.17	128,185.62
			Monthly	7,587.09	7,966.44	8,364.76	8,782.99	9,222.15	9,683.25	10,167.40	10,421.60	10,682.14
			Hourly	43.7716	45.9602	48.2582	50.6711	53.2047	55.8649	58.6581	60.1246	61.6277

Attachment: salary-schedule-career (5968 : APPROVAL OF SUCCESSOR MEMORANDA OF

CITY OF MORENO VALLEY
SALARY SCALE - CAREER POSITIONS
EFFECTIVE 07/08/2023

TITLE	GRP	GRADE		Maximum									
				STEPS									
				A	B	C	D	E	F	G	H	I	
					5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%
Senior Code Compliance Officer	PAM	C22	Annual	71,336.00	74,902.88	78,648.13	82,580.58	86,709.58	91,045.14	95,597.42	97,987.34	100,436.96	
			Monthly	5,944.67	6,241.91	6,554.01	6,881.72	7,225.80	7,587.10	7,966.45	8,165.61	8,369.75	
			Hourly	34.2962	36.0110	37.8116	39.7022	41.6873	43.7717	45.9603	47.1093	48.2870	
Senior Community Enhancement Officer	PAM	C22	Annual	71,336.00	74,902.88	78,648.13	82,580.58	86,709.58	91,045.14	95,597.42	97,987.34	100,436.96	
			Monthly	5,944.67	6,241.91	6,554.01	6,881.72	7,225.80	7,587.10	7,966.45	8,165.61	8,369.75	
			Hourly	34.2962	36.0110	37.8116	39.7022	41.6873	43.7717	45.9603	47.1093	48.2870	
Senior Construction Inspector	PAM	C23	Annual	74,902.84	78,647.92	82,580.37	86,709.38	91,044.93	95,597.22	100,377.06	102,886.58	105,458.70	
			Monthly	6,241.90	6,553.99	6,881.70	7,225.78	7,587.08	7,966.44	8,364.76	8,573.88	8,788.23	
			Hourly	36.0110	37.8115	39.7021	41.6872	43.7716	45.9602	48.2582	49.4647	50.7013	
Senior Deputy City Clerk	NE	C21	Annual	67,939.00	71,335.89	74,902.67	78,647.71	82,580.16	86,709.17	91,044.72	93,320.86	95,653.79	
			Monthly	5,661.58	5,944.66	6,241.89	6,553.98	6,881.68	7,225.76	7,587.06	7,776.74	7,971.15	
			Hourly	32.6630	34.2961	36.0109	37.8114	39.7020	41.6871	43.7715	44.8658	45.9874	
Senior Electrical Engineer	PAM	C31	Annual	110,865.98	116,199.20	122,009.26	128,109.70	134,515.26	141,240.94	148,302.96	152,010.56	155,810.93	
			Monthly	9,222.17	9,683.27	10,167.44	10,675.81	11,209.61	11,770.08	12,358.58	12,667.55	12,984.24	
			Hourly	53.2048	55.8650	58.6583	61.5912	64.6708	67.9043	71.2995	73.0820	74.9091	
Senior Engineer, P.E.	PAM	C31	Annual	110,865.98	116,199.20	122,009.26	128,109.70	134,515.26	141,240.94	148,302.96	152,010.56	155,810.93	
			Monthly	9,222.17	9,683.27	10,167.44	10,675.81	11,209.61	11,770.08	12,358.58	12,667.55	12,984.24	
			Hourly	53.2048	55.8650	58.6583	61.5912	64.6708	67.9043	71.2995	73.0820	74.9091	
Senior Engineering Technician	NE	C23	Annual	74,902.84	78,647.92	82,580.37	86,709.38	91,044.93	95,597.22	100,377.06	102,886.58	105,458.70	
			Monthly	6,241.90	6,553.99	6,881.70	7,225.78	7,587.08	7,966.44	8,364.76	8,573.88	8,788.23	
			Hourly	36.0110	37.8115	39.7021	41.6872	43.7716	45.9602	48.2582	49.4647	50.7013	
Senior Equipment Operator	NE	C18	Annual	58,688.10	61,622.50	64,703.60	67,938.83	71,335.68	74,902.46	78,647.50	80,613.73	82,629.04	
			Monthly	4,890.68	5,135.21	5,391.97	5,661.57	5,944.64	6,241.87	6,553.96	6,717.81	6,885.75	
			Hourly	28.2154	29.6262	31.1075	32.6629	34.2960	36.0108	37.8113	38.7566	39.7255	
Senior Graphics Designer	NE	C19	Annual	61,622.57	64,703.60	67,938.83	71,335.68	74,902.46	78,647.50	82,579.95	84,644.35	86,760.54	
			Monthly	5,135.21	5,391.97	5,661.57	5,944.64	6,241.87	6,553.96	6,881.66	7,053.70	7,230.05	
			Hourly	29.6262	31.1075	32.6629	34.2960	36.0108	37.8113	39.7019	40.6944	41.7118	
Senior Human Resources Analyst	PAM	C27	Annual	91,045.02	95,597.22	100,377.06	105,395.89	110,865.78	116,198.99	122,008.85	125,059.17	128,185.62	
			Monthly	7,587.09	7,966.44	8,364.76	8,782.99	9,222.15	9,683.25	10,167.40	10,421.60	10,682.14	
			Hourly	43.7716	45.9602	48.2582	50.6711	53.2047	55.8649	58.6581	60.1246	61.6277	
Senior Landscape Services Inspector	PAM	C20	Annual	64,703.73	67,938.83	71,335.68	74,902.46	78,647.50	82,579.95	86,708.96	88,876.74	91,098.59	
			Monthly	5,391.98	5,661.57	5,944.64	6,241.87	6,553.96	6,881.66	7,225.75	7,406.40	7,591.55	
			Hourly	31.1076	32.6629	34.2960	36.0108	37.8113	39.7019	41.6870	42.7292	43.7974	
Senior Management Analyst	PAM	C27	Annual	91,045.02	95,597.22	100,377.06	105,395.89	110,865.78	116,198.99	122,008.85	125,059.17	128,185.62	
			Monthly	7,587.09	7,966.44	8,364.76	8,782.99	9,222.15	9,683.25	10,167.40	10,421.60	10,682.14	
			Hourly	43.7716	45.9602	48.2582	50.6711	53.2047	55.8649	58.6581	60.1246	61.6277	
Senior Office Assistant	NE	C13	Annual	45,983.58	48,282.83	50,696.88	53,231.78	55,893.34	58,688.03	61,622.50	63,163.15	64,742.29	
			Monthly	3,831.97	4,023.57	4,224.74	4,435.98	4,657.78	4,890.67	5,135.21	5,263.60	5,395.19	
			Hourly	22.1075	23.2129	24.3735	25.5922	26.8718	28.2154	29.6262	30.3669	31.1261	

Attachment: salary-schedule-career (5968) : APPROVAL OF SUCCESSOR MEMORANDA OF

CITY OF MORENO VALLEY
SALARY SCALE - CAREER POSITIONS
EFFECTIVE 07/08/2023

TITLE	GRP	GRADE		Maximum								
				STEPS								
				Hire Rate								
A	B	C	D	E	F	G	H	I				
				5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%
Senior Parking Control Officer	NE	C14	Annual	48,282.77	50,696.88	53,231.78	55,893.34	58,688.03	61,622.50	64,703.60	66,321.22	67,979.18
			Monthly	4,023.56	4,224.74	4,435.98	4,657.78	4,890.67	5,135.21	5,391.97	5,526.77	5,664.93
			Hourly	23.2129	24.3735	25.5922	26.8718	28.2154	29.6262	31.1075	31.8852	32.6823
Senior Parks Maintenance Technician	NE	C19	Annual	61,622.57	64,703.60	67,938.83	71,335.68	74,902.46	78,647.50	82,579.95	84,644.35	86,760.54
			Monthly	5,135.21	5,391.97	5,661.57	5,944.64	6,241.87	6,553.96	6,881.66	7,053.70	7,230.05
			Hourly	29.6262	31.1075	32.6629	34.2960	36.0108	37.8113	39.7019	40.6944	41.7118
Senior Payroll Technician	NE	C18	Annual	58,688.10	61,622.50	64,703.60	67,938.83	71,335.68	74,902.46	78,647.50	80,613.73	82,629.04
			Monthly	4,890.68	5,135.21	5,391.97	5,661.57	5,944.64	6,241.87	6,553.96	6,717.81	6,885.75
			Hourly	28.2154	29.6262	31.1075	32.6629	34.2960	36.0108	37.8113	38.7566	39.7255
Senior Permit Technician	NE	C20	Annual	64,703.73	67,938.83	71,335.68	74,902.46	78,647.50	82,579.95	86,708.96	88,876.74	91,098.59
			Monthly	5,391.98	5,661.57	5,944.64	6,241.87	6,553.96	6,881.66	7,225.75	7,406.40	7,591.55
			Hourly	31.1076	32.6629	34.2960	36.0108	37.8113	39.7019	41.6870	42.7292	43.7974
Senior Planner	PAM	C27	Annual	91,045.02	95,597.22	100,377.06	105,395.89	110,665.78	116,198.99	122,008.85	125,059.17	128,185.62
			Monthly	7,587.09	7,966.44	8,364.76	8,782.99	9,222.15	9,683.25	10,167.40	10,421.60	10,682.14
			Hourly	43.7716	45.9602	48.2582	50.6711	53.2047	55.8649	58.6581	60.1246	61.6277
Senior Telecomm Technician	NE	C22	Annual	71,336.00	74,902.88	78,648.13	82,580.58	86,709.58	91,045.14	95,597.42	97,987.34	100,436.96
			Monthly	5,944.67	6,241.91	6,554.01	6,881.72	7,225.80	7,587.10	7,966.45	8,165.61	8,369.75
			Hourly	34.2962	36.0110	37.8116	39.7022	41.6873	43.7717	45.9603	47.1093	48.2870
Senior Traffic Signal Technician	PAM	C23	Annual	74,902.84	78,647.92	82,580.37	86,709.38	91,044.93	95,597.22	100,377.06	102,886.58	105,458.70
			Monthly	6,241.90	6,553.99	6,881.70	7,225.78	7,587.08	7,966.44	8,364.76	8,573.88	8,788.23
			Hourly	36.0110	37.8115	39.7021	41.6872	43.7716	45.9602	48.2582	49.4647	50.7013
Special Districts Division Manager	DMG	C34	Annual	137,479.90	144,353.87	151,571.47	159,149.95	167,107.41	175,462.77	184,236.00	188,841.95	193,562.93
			Monthly	11,456.66	12,029.49	12,630.96	13,262.50	13,925.62	14,621.90	15,353.00	15,736.83	16,130.24
			Hourly	66.0961	69.4009	72.8709	76.5144	80.3401	84.3571	88.5750	90.7894	93.0591
Storekeeper	NE	C14	Annual	48,282.77	50,696.88	53,231.78	55,893.34	58,688.03	61,622.50	64,703.60	66,321.22	67,979.18
			Monthly	4,023.56	4,224.74	4,435.98	4,657.78	4,890.67	5,135.21	5,391.97	5,526.77	5,664.93
			Hourly	23.2129	24.3735	25.5922	26.8718	28.2154	29.6262	31.1075	31.8852	32.6823
Strategic Initiatives Manager	DMG	C34	Annual	137,479.90	144,353.87	151,571.47	159,149.95	167,107.41	175,462.77	184,236.00	188,841.95	193,562.93
			Monthly	11,456.66	12,029.49	12,630.96	13,262.50	13,925.62	14,621.90	15,353.00	15,736.83	16,130.24
			Hourly	66.0961	69.4009	72.8709	76.5144	80.3401	84.3571	88.5750	90.7894	93.0591
Street Maintenance Supervisor	PAM	C25	Annual	82,580.36	86,709.38	91,044.93	95,597.22	100,377.06	105,395.89	110,665.78	113,432.38	116,268.26
			Monthly	6,881.70	7,225.78	7,587.08	7,966.44	8,364.76	8,782.99	9,222.15	9,452.70	9,689.02
			Hourly	39.7021	41.6872	43.7716	45.9602	48.2582	50.6711	53.2047	54.5348	55.8982
Telecommunications Engineer / Administrator	PAM	C29	Annual	100,377.24	105,396.10	110,665.98	116,199.20	122,009.26	128,109.70	134,515.26	137,878.21	141,325.18
			Monthly	8,364.77	8,783.01	9,222.17	9,683.27	10,167.44	10,675.81	11,209.61	11,489.85	11,777.10
			Hourly	48.2583	50.6712	53.2048	55.8650	58.6583	61.5912	64.6708	66.2876	67.9448
Telecommunications Technician	NE	C20	Annual	64,703.73	67,938.83	71,335.68	74,902.46	78,647.50	82,579.95	86,708.96	88,876.74	91,098.59
			Monthly	5,391.98	5,661.57	5,944.64	6,241.87	6,553.96	6,881.66	7,225.75	7,406.40	7,591.55
			Hourly	31.1076	32.6629	34.2960	36.0108	37.8113	39.7019	41.6870	42.7292	43.7974

Attachment: salary-schedule-career (5968 : APPROVAL OF SUCCESSOR MEMORANDA OF

CITY OF MORENO VALLEY
SALARY SCALE - CAREER POSITIONS
EFFECTIVE 07/08/2023

TITLE	GRP	GRADE		Maximum Hire Rate									
				A	B	C	D	E	F	G	H	I	
					5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%
Traffic Operations Supervisor	PAM	C26	Annual	86,709.47	91,044.93	95,597.22	100,377.06	105,395.89	110,665.78	116,198.99	119,103.92	122,081.44	
			Monthly	7,225.79	7,587.08	7,966.44	8,364.76	8,782.99	9,222.15	9,683.25	9,925.33	10,173.45	
			Hourly	41.6872	43.7716	45.9602	48.2582	50.6711	53.2047	55.8649	57.2615	58.6930	
Traffic Signal Technician	NE	C22	Annual	71,336.00	74,902.88	78,648.13	82,580.58	86,709.58	91,045.14	95,597.42	97,987.34	100,436.96	
			Monthly	5,944.67	6,241.91	6,554.01	6,881.72	7,225.80	7,587.10	7,966.45	8,165.61	8,369.75	
			Hourly	34.2962	36.0110	37.8116	39.7022	41.6873	43.7717	45.9603	47.1093	48.2870	
Traffic Signing & Marking Tech I	NE	C13	Annual	45,983.58	48,282.83	50,696.88	53,231.78	55,893.34	58,688.03	61,622.50	63,163.15	64,742.29	
			Monthly	3,831.97	4,023.57	4,224.74	4,435.98	4,657.78	4,890.67	5,135.21	5,263.60	5,395.19	
			Hourly	22.1075	23.2129	24.3735	25.5922	26.8718	28.2154	29.6262	30.3669	31.1261	
Traffic Signing & Marking Tech II	NE	C15	Annual	50,696.98	53,231.78	55,893.34	58,688.03	61,622.50	64,703.60	67,938.83	69,637.36	71,378.32	
			Monthly	4,224.75	4,435.98	4,657.78	4,890.67	5,135.21	5,391.97	5,661.57	5,803.11	5,948.19	
			Hourly	24.3735	25.5922	26.8718	28.2154	29.6262	31.1075	32.6629	33.4795	34.3165	
Vehicle / Equipment Technician	NE	C17	Annual	55,893.35	58,688.03	61,622.50	64,703.60	67,938.83	71,335.68	74,902.46	76,775.09	78,694.51	
			Monthly	4,657.78	4,890.67	5,135.21	5,391.97	5,661.57	5,944.64	6,241.87	6,397.92	6,557.88	
			Hourly	26.8718	28.2154	29.6262	31.1075	32.6629	34.2960	36.0108	36.9111	37.8339	

Attachment: salary-schedule-career (5968 : APPROVAL OF SUCCESSOR MEMORANDA OF

CITY OF MORENO VALLEY
SALARY SCALE - EXECUTIVE POSITIONS
EFFECTIVE 07/08/2023

TITLE	GRP	GRADE	Description		Minimum	Maximum
Assistant City Manager (Development Services)	EMG	106	7.5% Above 105	Annual	177,644.64	282,931.61
				Monthly	14,803.72	23,577.63
				Hourly	85.4061	136.0248
Assistant City Manager (Administration) / Chief Financial Officer/ Treasurer	EMG	106	7.5% Above 105	Annual	177,644.64	282,931.61
				Monthly	14,803.72	23,577.63
				Hourly	85.4061	136.0248
City Clerk	EMG	101		Annual	123,740.02	197,078.47
				Monthly	10,311.67	16,423.21
				Hourly	59.4904	94.7493
City Council Member	ELE		Set by Vote/Ord			
City Manager	CMG	109	<i>Per contract</i>	Annual	252,935.65	402,846.01
				Monthly	21,077.97	33,570.50
				Hourly	121.6037	193.6760
Community Development Director	EMG	104	7.5% Above 103	Annual	153,721.83	244,829.97
				Monthly	12,810.15	20,402.50
				Hourly	73.9047	117.7067
Economic Development Director	EMG	104	7.5% Above 103	Annual	153,721.83	244,829.97
				Monthly	12,810.15	20,402.50
				Hourly	73.9047	117.7067
Parks & Community Services Director	EMG	104	7.5% Above 103	Annual	153,721.83	244,829.97
				Monthly	12,810.15	20,402.50
				Hourly	73.9047	117.7067
Public Works Director / City Engineer	EMG	105	7.5% Above 104	Annual	165,251.02	263,192.04
				Monthly	13,770.92	21,932.67
				Hourly	79.4476	126.5346

Attachment: salary-schedule-exec (5968 : APPROVAL OF SUCCESSOR MEMORANDA OF

CITY OF MORENO VALLEY
SALARY SCALE - PART TIME NON-CAREER
EFFECTIVE 07/08/2023

TITLE	GRADE		Maximum STEPS Hire Rate								
			A	B	C	D	E	F	G	H	I
			5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%
Alternate Crossing Guard	PTNC05	Annual	35,986.43	37,785.75	39,675.04	41,658.79	43,741.73	45,928.82	48,225.26	49,430.89	50,666.66
		Monthly	2,998.87	3,148.81	3,306.25	3,471.57	3,645.14	3,827.40	4,018.77	4,119.24	4,222.22
		Hourly	17.3012	18.1662	19.0745	20.0283	21.0297	22.0812	23.1852	23.7649	24.3590
Community Services Assistant Coordinator	PTNC08	Annual	35,986.43	37,785.75	39,675.04	41,658.79	43,741.73	45,928.82	48,225.26	49,430.89	50,666.66
		Monthly	2,998.87	3,148.81	3,306.25	3,471.57	3,645.14	3,827.40	4,018.77	4,119.24	4,222.22
		Hourly	17.3012	18.1662	19.0745	20.0283	21.0297	22.0812	23.1852	23.7649	24.3590
Crossing Guard	PTNC05	Annual	35,986.43	37,785.75	39,675.04	41,658.79	43,741.73	45,928.82	48,225.26	49,430.89	50,666.66
		Monthly	2,998.87	3,148.81	3,306.25	3,471.57	3,645.14	3,827.40	4,018.77	4,119.24	4,222.22
		Hourly	17.3012	18.1662	19.0745	20.0283	21.0297	22.0812	23.1852	23.7649	24.3590
Fire Prevention Tech	PTNC07	Annual	36,758.29	38,596.21	40,526.02	42,552.32	44,679.93	46,913.93	49,259.63	50,491.12	51,753.40
		Monthly	3,063.19	3,216.35	3,377.17	3,546.03	3,723.33	3,909.49	4,104.97	4,207.59	4,312.78
		Hourly	17.6723	18.5559	19.4837	20.4578	21.4807	22.5548	23.6825	24.2746	24.8814
Graphics Aide	PTNC06	Annual	35,986.43	37,785.75	39,675.04	41,658.79	43,741.73	45,928.82	48,225.26	49,430.89	50,666.66
		Monthly	2,998.87	3,148.81	3,306.25	3,471.57	3,645.14	3,827.40	4,018.77	4,119.24	4,222.22
		Hourly	17.3012	18.1662	19.0745	20.0283	21.0297	22.0812	23.1852	23.7649	24.3590
Intern I	PTNC08	Annual	35,986.43	37,785.75	39,675.04	41,658.79	43,741.73	45,928.82	48,225.26	49,430.89	50,666.66
		Monthly	2,998.87	3,148.81	3,306.25	3,471.57	3,645.14	3,827.40	4,018.77	4,119.24	4,222.22
		Hourly	17.3012	18.1662	19.0745	20.0283	21.0297	22.0812	23.1852	23.7649	24.3590
Intern II	PTNC10	Annual	36,259.14	38,072.10	39,975.70	41,974.49	44,073.21	46,276.87	48,590.72	49,805.49	51,050.62
		Monthly	3,021.60	3,172.68	3,331.31	3,497.87	3,672.77	3,856.41	4,049.23	4,150.46	4,254.22
		Hourly	17.4323	18.3039	19.2191	20.1800	21.1890	22.2485	23.3609	23.9449	24.5436
Laborer	PTNC10	Annual	36,259.14	38,072.10	39,975.70	41,974.49	44,073.21	46,276.87	48,590.72	49,805.49	51,050.62
		Monthly	3,021.60	3,172.68	3,331.31	3,497.87	3,672.77	3,856.41	4,049.23	4,150.46	4,254.22
		Hourly	17.4323	18.3039	19.2191	20.1800	21.1890	22.2485	23.3609	23.9449	24.5436
Media Assistant	PTNC08	Annual	35,986.43	37,785.75	39,675.04	41,658.79	43,741.73	45,928.82	48,225.26	49,430.89	50,666.66
		Monthly	2,998.87	3,148.81	3,306.25	3,471.57	3,645.14	3,827.40	4,018.77	4,119.24	4,222.22
		Hourly	17.3012	18.1662	19.0745	20.0283	21.0297	22.0812	23.1852	23.7649	24.3590
Office Aide	PTNC05	Annual	35,986.43	37,785.75	39,675.04	41,658.79	43,741.73	45,928.82	48,225.26	49,430.89	50,666.66
		Monthly	2,998.87	3,148.81	3,306.25	3,471.57	3,645.14	3,827.40	4,018.77	4,119.24	4,222.22
		Hourly	17.3012	18.1662	19.0745	20.0283	21.0297	22.0812	23.1852	23.7649	24.3590
Planning Commissioner	PTNC99	Annual Monthly Hourly									
Recreation Aide	PTNC05	Annual	35,986.43	37,785.75	39,675.04	41,658.79	43,741.73	45,928.82	48,225.26	49,430.89	50,666.66
		Monthly	2,998.87	3,148.81	3,306.25	3,471.57	3,645.14	3,827.40	4,018.77	4,119.24	4,222.22
		Hourly	17.3012	18.1662	19.0745	20.0283	21.0297	22.0812	23.1852	23.7649	24.3590

Attachment: salary-schedule-pt non career (5968) : APPROVAL OF SUCCESSOR MEMORANDA OF

CITY OF MORENO VALLEY
SALARY SCALE - PART TIME NON-CAREER
EFFECTIVE 07/08/2023

TITLE	GRADE		Maximum STEPS								
			Hire Rate								
			A	B	C	D	E	F	G	H	I
				5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%
Animal Care Technician	PTNCC11	Annual	36,231.29	38,042.85	39,944.99	41,942.24	44,039.36	46,241.32	48,553.39	49,767.22	51,011.41
		Monthly	3,019.27	3,170.24	3,328.75	3,495.19	3,669.95	3,853.44	4,046.12	4,147.27	4,250.95
		Hourly	17.4189	18.2898	19.2043	20.1645	21.1728	22.2314	23.3430	23.9266	24.5247
Animal Services Assistant	PTNCC10	Annual	36,231.29	38,042.85	39,944.99	41,942.24	44,039.36	46,241.32	48,553.39	49,767.22	51,011.41
		Monthly	3,019.27	3,170.24	3,328.75	3,495.19	3,669.95	3,853.44	4,046.12	4,147.27	4,250.95
		Hourly	17.4189	18.2898	19.2043	20.1645	21.1728	22.2314	23.3430	23.9266	24.5247
Community Ambassador	PTNCC11	Annual	41,942.31	44,039.43	46,241.40	48,553.47	50,981.14	53,530.20	56,206.71	57,611.87	59,052.17
		Monthly	3,495.19	3,669.95	3,853.45	4,046.12	4,248.43	4,460.85	4,683.89	4,800.99	4,921.01
		Hourly	20.1646	21.1728	22.2314	23.3430	24.5102	25.7357	27.0225	27.6980	28.3905
Community Enhancement Officer	PTNCC18	Annual	48,553.24	50,980.90	53,529.95	56,206.44	59,016.77	61,967.61	65,065.99	66,692.64	68,359.95
		Monthly	4,046.10	4,248.41	4,460.83	4,683.87	4,918.06	5,163.97	5,422.17	5,557.72	5,696.66
		Hourly	23.3429	24.5100	25.7356	27.0223	28.3734	29.7921	31.2817	32.0638	32.8654
Office Assistant	PTNCC11	Annual	36,231.29	38,042.85	39,944.99	41,942.24	44,039.36	46,241.32	48,553.39	49,767.22	51,011.41
		Monthly	3,019.27	3,170.24	3,328.75	3,495.19	3,669.95	3,853.44	4,046.12	4,147.27	4,250.95
		Hourly	17.4189	18.2898	19.2043	20.1645	21.1728	22.2314	23.3430	23.9266	24.5247
Parking Control Officer	PTNCC12	Annual	36,231.29	38,042.85	39,944.99	41,942.24	44,039.36	46,241.32	48,553.39	49,767.22	51,011.41
		Monthly	3,019.27	3,170.24	3,328.75	3,495.19	3,669.95	3,853.44	4,046.12	4,147.27	4,250.95
		Hourly	17.4189	18.2898	19.2043	20.1645	21.1728	22.2314	23.3430	23.9266	24.5247
Senior Administrative Asst	PTNCC17	Annual	46,241.25	48,553.31	50,980.97	53,530.02	56,206.52	59,016.85	61,967.69	63,516.88	65,104.81
		Monthly	3,853.44	4,046.11	4,248.41	4,460.84	4,683.88	4,918.07	5,163.97	5,293.07	5,425.40
		Hourly	22.2314	23.3429	24.5101	25.7356	27.0224	28.3735	29.7922	30.5370	31.3004
Senior Office Asst	PTNCC13	Annual	38,042.78	39,944.92	41,942.17	44,039.28	46,241.24	48,553.30	50,980.97	52,255.49	53,561.88
		Monthly	3,170.23	3,328.74	3,495.18	3,669.94	3,853.44	4,046.11	4,248.41	4,354.62	4,463.49
		Hourly	18.2898	19.2043	20.1645	21.1727	22.2314	23.3429	24.5101	25.1228	25.7509
Senior Payroll Technician	PTNCC18	Annual	48,553.24	50,980.90	53,529.95	56,206.44	59,016.77	61,967.61	65,065.99	66,692.64	68,359.95
		Monthly	4,046.10	4,248.41	4,460.83	4,683.87	4,918.06	5,163.97	5,422.17	5,557.72	5,696.66
		Hourly	23.3429	24.5100	25.7356	27.0223	28.3734	29.7921	31.2817	32.0638	32.8654

Attachment: salary-schedule-pt non career (5968) : APPROVAL OF SUCCESSOR MEMORANDA OF



Report to City Council

TO: Mayor and City Council

FROM: Michael Lloyd, Public Works Director/City Engineer

AGENDA DATE: October 18, 2022

TITLE: AUTHORIZATION TO AWARD AN AGREEMENT FOR PROFESSIONAL CONSULTANT ARCHITECTURAL AND ENGINEERING DESIGN SERVICES TO GILLIS + PANICHAPAN ARCHITECTS, INC. FOR THE CORPORATE YARD OFFICE BUILDING F PROJECT NO. 803 0055

RECOMMENDED ACTION

Recommendations:

1. Award an Agreement for Professional Consultant Services to Gillis + Panichapan Architects, Inc. to provide architectural and engineering design services for Corporate Yard Office Building F project in the amount of \$352,485.00;
2. Authorize the City Manager to execute the agreement with Gillis + Panichapan Architects, Inc.; and, authorize the City Manager to approve and execute any subsequent amendments subject to the approval by the City Attorney; and,
3. Authorize the issuance of a Purchase Order to Gillis + Panichapan Architects, Inc. in the amount of \$352,485.00 when the agreement has been signed by all parties using the available Facility Construction Funds (Fund 3000).

SUMMARY

This report recommends approval of an agreement for Professional Consultant Services Agreement with Gillis + Panichapan Architects, Inc. to provide architectural and engineering design related services for the new Corporate Yard Office Building F project. The project is to provide a new building with much needed office and training spaces for staff to conduct city business and to provide services to the community. The design phase of the project is funded with Facility Construction Funds through the collection of Development Impact Fees, and the construction phase of the project will be

implemented once funding becomes available.

DISCUSSION

The City of Moreno Valley has occupied the existing Corporate Yard Facility at the corner of Perris Boulevard and Santiago Drive since April 1987. With the rapid residential, commercial, and industrial growth that the City has experienced since its incorporation, there is a need to expand the corporate yard facility to allow for adequate office, training, fleet maintenance, and warehouse spaces for staff to work and keep up with service demands from the public in addition to more space for public events such as recycling, flood preparedness, and weed abatement events and training.

The City conducted the Corporate Yard Facility Space Needs Analysis, Conceptual Design Study, and Construction Phasing Plan which was presented to the City Council for its concurrence in 2009. This included a 10-phase improvement and expansion plan for the Corporate Yard Facility. In the summer of 2016, the City completed phase 1 of the improvements that included the construction of the 5,264 square foot Administration Building and related site improvements, parking lot, and water quality basins. The Administration Building is currently providing office and working spaces for approximately twenty personnel from Maintenance and Operations Division of Public Works Department and Parks Maintenance Division of the Parks & Community Services Department.

This project is to provide the design and construction of a new Corporate Yard office Building F which is included in the 10-phase construction phasing plan. The proposed Building F is an approximately 6,000 square foot office building that will be constructed next to the existing Administration Building. Proposed Building F includes a much needed training space and lunchroom for field staff. Furthermore, the building will be able to host the public for recycling events and flood preparedness and weed abatement training. Currently, there are funds in the Facility Construction budget available only for the design of the project. The construction of the project may be completed once funding becomes available subject to the approval of the City Council.

On August 11, 2022, staff advertised a Request for Proposals (RFP) to retain a consultant to provide architectural and engineering design services for the Corporate Yard Office Building F. In response to the advertisement, five (5) proposals were received on September 13, 2022. The staff selection team reviewed the proposals and ranked the firms as follows:

1. Gillis + Panichapan Architects, Inc.
2. SVA Architects, Inc.
3. AEPC Group, LLC
4. R E Dell Architects, Inc.
5. Miller Architectural Corporation

Staff recommends the award of a professional consultant services contract with Gillis + Panichapan Architects, Inc. for completing the design and related services for the project.

ALTERNATIVES

- 1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will allow the completion of the design, construction plans, and bid package for the Corporate Yard Office Building F project.*
- 2. Do not approve and authorize the recommended actions as presented in this staff report. *Staff does not recommend this alternative which may delay the design of the much needed building for staff working at the Corporate Yard Facility and public events.*

FISCAL IMPACT

The design of this project is funded by the Facility Construction Funds (Fund 3000) as collected through Development Impact Fees.

AVAILABLE BUDGET

Facility Construction
 (Account 3000-70-40-80003-720199) (Project No. 803-0055-3000-99) \$600,000

ESTIMATED DESIGN COSTS

Consultant Design Costs.....	\$352,485
City Project Administration and Design Review	\$40,000
Total Estimated Design Costs.....	<u>\$392,485</u>

PREPARATION OF STAFF REPORT

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

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

Department Approval:
 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. Agreement with Gillis and Panichapan Architects Inc.

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	10/10/22 7:54 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	10/10/22 1:48 PM

**AGREEMENT
FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING DESIGN SERVICES
FOR CORPORATE YARD OFFICE BUILDING F
PROJECT NO. 803 0055**

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and Gillis + Panichapan Architects, Inc., a (California corporation, partnership, sole ownership) hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

RECITALS

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

WHEREAS, the City has determined the Project involves the performance of professional and technical services of a temporary nature as more specifically described in Exhibit "A" (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 PROFESIONAL A&E DESIGN SERVICES
PROJECT NO. 803 0055**

DESCRIPTION OF PROJECT

1. The Project is described as Corporate Yard Office Building F.

Project No. 803 0055.

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 \$ 352,485.00 in accordance with the payment terms provided on Exhibit "D" attached hereto and incorporated herein by this reference.

TIME FOR PERFORMANCE

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

6. The Consultant shall perform the work described on Exhibit "A" in accordance with the schedule as included in said Exhibit "A" and incorporated by this reference.

7. This Agreement shall be effective from effective date and shall continue in full force and effect date through **December 30, 2024**, 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.

8. (a) The Consultant agrees that the personnel, including the principal Project

**AGREEMENT FOR PROFESSIONAL A&E DESIGN SERVICES
PROJECT NO. 803 0055**

manager, and all subconsultants assigned to the Project by the Consultant, shall be subject to the prior approval of the City.

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

SPECIAL PROVISIONS

9. It is understood and agreed that the Consultant is, and at all times shall be, an independent 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.

10. The Consultant may also retain or subcontract for the services of other necessary consultants with the prior written approval of the City. Payment for such services shall be the responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall be subject to the terms and conditions of this Agreement, except that the City shall have no obligation to pay any subconsultant for services rendered on the Project.

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

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

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

**AGREEMENT FOR PROFESIONAL A&E DESIGN SERVICES
PROJECT NO. 803 0055**

and during the performance of this Agreement, Consultant agrees as follows:

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

(b) Consultant will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Consultant shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to Consultant's employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

(c) Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin,

**AGREEMENT FOR PROFESIONAL A&E DESIGN SERVICES
PROJECT NO. 803 0055**

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.

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

If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each 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.

15. Insurance.

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

**AGREEMENT FOR PROFESIONAL A&E DESIGN SERVICES
PROJECT NO. 803 0055**

(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 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.

**AGREEMENT FOR PROFESIONAL A&E DESIGN SERVICES
PROJECT NO. 803 0055**

(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.

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

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

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

**AGREEMENT FOR PROFESIONAL A&E DESIGN SERVICES
PROJECT NO. 803 0055**

under this agreement may be public record under State law.

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

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

(c) Upon any breach of this Agreement by Consultant, City may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential,

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PROJECT NO. 803 0055**

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.

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

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

22. This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations or Agreements, either

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written or oral. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties.

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

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

25. (a) Consultant shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of City, Consultant shall provide a written opinion of its legal counsel and that of any 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

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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 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 25(a), above.

(e) If Consultant should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, Consultant shall include the provisions of this Section 25 in each subcontract and require its subcontractors to comply therewith.

(f) This Section 25 shall survive expiration or termination of this Agreement.

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26. 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.

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

28. 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.”

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.

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

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allowance, which may provide services to City under the Agreement, prior to such person performing any services thereunder. Nothing herein shall be deemed or interpreted to limited 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

Gillis + Panichapan Architects, Inc.

BY: _____

City Manager

Date

BY: _____

Name: _____

TITLE: _____
(President or Vice President)

Date

BY: _____

Name: _____

TITLE: _____
(Corporate Secretary)

Date

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

City Attorney

Date

RECOMMENDED FOR APPROVAL:

Public Works Director/City Engineer

Date

- Enclosures: Exhibit "A" – City's Request for Proposal
- Exhibit "B" – Consultant's Proposal
- Exhibit "C" – City's Services to be Provided to Consultant
- Exhibit "D" – Terms of Payment
- Exhibit "E" – Insurance Requirements

Attachment: Agreement with Gillis and Panichapan Architects Inc. (5967 : AUTHORIZATION TO AWARD AN AGREEMENT FOR PROFESSIONAL

EXHIBIT "A"
Request for Proposals
Professional Architectural and Engineering Design
Consultant Services for

Corporate Yard Office Building F
PROJECT NO. 803 0055

Address: 25180 Santiago Drive
in the City of Moreno Valley



Proposal due date:

September 9, 2022 at 2:00 pm, PST

Submit proposal online at:

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

Contact:

Capital Projects Division

Email: techinfo-capproj@moval.org

Phone: (951) 413-3130

I. Invitation

The City of Moreno Valley is seeking proposals from qualified firms to work in conjunction with City staff to provide architectural and design services for the City Corporate Yard Office Building F. You are hereby invited to submit a Proposal for Architectural and Engineering Design Services for the Corporate Yard Office Building F, Project No. 803 0055 for the City of Moreno Valley. Interested parties may register and download copies of the Request for Proposal (RFP) via City's online vendor portal at:

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

Proposals shall be submitted electronically (in PDF format) utilizing the above City's vendor portal.

NOTE: The proposer shall submit a separate electronic file for technical proposal and a separate electric file for cost proposal.

The proposer is solely responsible for "on time" submission of their electronic proposal. The City will only consider proposals that have been transmitted successfully and have been issued an ebid confirmation number with a time stamp from the Bid Management System indicating that bid was submitted successfully. Transmission of proposals by any other means will not be accepted. Proposer shall be solely responsible for informing itself with respect to the proper utilization of the proposal management system, for ensuring the capability of their computer system to upload the required documents, and for the stability of their internet service. Failure of the proposer to successfully submit an electronic proposal shall be at the proposer's sole risk and no relief will be given for late and/or improperly submitted proposals. Proposers experiencing any technical difficulties with the proposal submission process may contact PlanetBids directly at (818) 992-1771. Neither the City, nor PlanetBids, makes any guarantee as to the timely availability of assistance, or assurance that any given problem will be resolved by the proposal submission deadline.

A mandatory pre-proposal meeting will be held on August 25, 2022, from 10:00 to 11:30 a.m. at the City's Corporate Yard located at 25180 Santiago Drive in the City of Moreno Valley. All participants will gather at the parking lot in front of the existing Administration Building.

II. Project Description and Schedule

The project includes the design and construction of a new office building of approximately 6,000 square feet within the City of Moreno Valley Corporate Yard property. The proposed building is designed to meet the City's near-term needs as recommended by the Corporate Yard Space Needs Analysis approved by the City Council. The proposed building is a modified version of Building "F" as shown in the Conceptual Design Study and Phasing Plan of the Corporate Yard, which is to be on the west side of the existing Administration Building (Building "A"). See attached Location Map and "Corporate Yard Facility Space Needs Analysis and Conceptual Design" for more information.

Currently there is only limited funding available for the design of the project. The construction of the project will be determined once funding becomes available.

The following dates are critical in order to have the design substantially completed by June 2023:

	DATE	EVENT
1	August 10, 2022	Request for Proposals issued
2	August 25, 2022 @ 10:00 a.m.	Mandatory pre-proposal meeting at the project site
3	September 2, 2022 @ 2 p.m.	Deadline for Q & A via PlanetBids
4	September 9, 2022 @ 2 p.m.	Proposal due date
5	September 19, 2022	Proposals review and consultant selection complete
6	October 6, 2022	City Council to award contract for design service
7	November 2022	Start of service
8	End of June 2023	Substantial completion of the design

III. Scope of Services

The scope of services includes performing all work (both in office and in the field) related to architectural and engineering design, environmental clearance, and permitting necessary for completion of the design, required documentation, plans, specifications, estimates, bid package, and other paperwork ready for advertising the project for construction bids. The scope of services also includes such additional services (at the City's option) as providing technical support during project advertising, awarding, and construction.

The list of specific tasks includes, but is not limited to:

A. During Design

1. Prepare a detailed design schedule, including identifiable milestones for City review and approval. The initial design schedule with identifiable milestones (e.g. 30%, 60%, 90% and 100% design, environmental clearance, permitting) shall be prepared within fifteen (15) working days after the Notice to Proceed (NTP). Schedule updates shall be prepared and submitted once a month, if necessary, showing progress and necessary adjustments.
2. Develop and submit a QA/QC plan for the City's review and approval within fifteen (15) calendar days after the NTP.
3. Submit a cost estimate at different design levels of submittals. The Final Estimate shall be submitted along with the Bid Document submittal level before project advertising.

4. Schedule/hold/attend/manage monthly Project Development Team (PDT) meetings. Invite City staff and other agencies, such as utility companies, as appropriate.
5. Prepare and distribute meeting agendas and minutes for all meetings. The minutes shall include a list of attendees with phone numbers and e-mail addresses, a synopsis of discussion items, any pertinent information, action items, and all follow-up action items.
6. Ensure that bid documents receive approvals from all approving authorities.
7. Coordinate with all associated and involved City personnel and other participating entities, including all utility companies, etc., to ensure review, participation, input and resolution of issues related to design, environmental, permitting, schedule and costs.
8. Attend and present the project to the City Council, City Committee or Commission, and/or any task force meetings.
9. Ensure that the documents meet all applicable standards and codes.
10. Perform a value analysis of the design, construction materials and methods and recommend/make changes.
11. Develop and prepare budget and funding controls to ensure the project is completed within the available budget.
12. Assist in preparation and/or compliance of project funding documentation, if requested.
13. Prepare Specifications and review, annotate, and make project-specific revisions to the City's boilerplate specifications.
14. Compile and complete bid packages for the advertisement for construction by the City. Assist with preparation of the construction contract bid advertisement.
15. Perform Constructability, Biddability, and Claim Avoidance reviews.
16. Coordinate and ensure the City Building Department approves/signs-off on the Plan Check.
17. Assist in obtaining all required permits.
18. Prepare and obtain final approval of Plans and Specifications (Bid Documents) and Estimate.

Bid documents include, but are not limited to, architectural floor plans, elevations, sections, renderings, design and calculations related to structural, civil, mechanical, HVAC, and Fire/Life/Safety systems, power, electrical lighting, utilities, computer-related wiring and/or special arrangements and fixtures, all floor landscape layouts, fixed furniture and equipment (FF&E) layouts and spreadsheet for procurement and installation, wall elevations showing furnishings and equipment, landscaping and irrigation, site lighting and security, specifications, cost estimating, and site and street improvements (if applicable).

The Consultant shall develop bid documents with necessary and required coordination with all affected parties. The bid documents shall meet all requirements to obtain all necessary and available permits (available prior to construction NTP) to perform the construction. The design shall meet all necessary and required State of California Energy Savings and ADA requirements, local, state and federal applicable codes and criteria. Following is a general description for PS&E work:

- a. Architectural design services to include architectural site and building plans, sections, elevations, details, building systems, rendering, specifications and estimates.
 - b. Structural design services to include structural plans, sections, elevations, details and all structural components, including associated calculations, materials, systems, specifications and estimates.
 - c. Mechanical, HVAC and Fire/Life/Safety design services to include site and building plans, sections, elevations, details, design for energy conservation, heating and ventilation, air conditioning, plumbing and fire protection systems, calculations, drawings, specifications and estimates.
 - d. Electrical design services to include site and building plans, sections, elevations, details of power systems, electrical materials, lighting, voice/data systems, UPS services for computer systems, provision for an emergency generator, a "pigtail" hook-up for a mobile generator as an optional emergency power supply, alarms, security systems, conduit runs and any special electrical requirements deemed necessary for the Corporate Yard, calculations, drawings, specifications and estimates.
 - e. Civil design services to include surveying, site plans, sections, elevations, details, on- and off-site utility systems, fire protection system, site drainage and paving, parking lot layout including related details, calculations, drawings, specifications and estimates.
19. Prepare and obtain the final approval of the project Water Quality Management Plan (WQMP). A Preliminary and Final Water Quality Management Plan (WQMP) for the project shall be prepared in accordance with the latest edition of "Riverside County Water Quality Management Plan for Urban Runoff/ Santa Ana River and Santa Margarita River Regions." The plans shall be reviewed for consistency with the guidance document and approval is required as part of the initial civil design process. The plans should address only the contract limits but shall make reference to and provide essential data for the overall Corporate Yard site.
 20. Utilities work shall include investigation and review of all existing utilities. All tie-in of future utilities shall be examined, and loads should be calculated to ensure the ultimate Corporate Yard needs.
 21. Landscape design services to include site planting and irrigation system plans, sections, elevations, details, specifications and estimate.

22. Investigate which LEED level can be achieved with a cost benefit analysis and then advise the City for consideration and approval for additional design activities to support LEED accreditation. **The City desires to achieve a LEED Certification level, but not necessarily secure the certification.**
 23. Interior design services (fixed and free-standing furniture and equipment included) to include plans, sections, elevations, details, equipment schedules, specifications and estimate of furnishings based on recommendations provided by the City staff. Interior design work shall also include floor plans indicating the location of furniture, furniture systems or other items.
 24. Prepare and provide FF&E matrix, specifications and cost estimate. The City will either procure the furniture or decide to include it in the bid documents to be supplied by the contractor. Coordinate and support all activities associated with selection, procurement and installation of the FF&E.
 25. Specifications are to follow the latest CSI format. The City will provide General Conditions (GCs), while the consultant shall develop Special Conditions (SCs), technical specifications and liquidated damages calculations. Review, annotate, and make project-specific revisions to the City's boilerplate GC document.
 26. Estimates to include quantities, schedule of values and any other assumptions in support of the estimates. Estimates to reflect mid-point of construction.
 27. Perform a value analysis of site, building materials, systems and interior elements to ensure the best value for the City's investment. This analysis shall be carried out to ensure that the facility is being built within the available budget.
 28. Perform Biddability, Constructability, and Claim Avoidance reviews.
 29. Develop interface design documents for future Corporate Yard buildings and utilities.
 30. Investigate and advise the benefits for the use of Solar Energy for Phase I project.
- B. During project advertising for bids and construction contract awarding (**optional services**)
- At the City's option, the Consultant may be retained to provide the following services. The Consultant shall include these services in the Technical Proposal and the associated cost in the Cost Proposal, and shall label them as "Optional".
1. Assistance with preparation of advertisement, developing a list of potential contractors and a list of pre-qualified bidders, if requested.
 2. Attendance at pre-bid meeting(s), job walk and bid opening(s).

3. Responses to all bidders' questions/queries.
4. Preparation of any addenda.
5. Assistance with bid review/evaluation, technical qualifications/ background checks/verification of contractor and sub-contractors licenses for validity of three lowest responsible bidders, recommend approval of Schedule of Values.
6. Assistance with preparation of staff report(s) and presentation to the City Council for the contract award.
7. Assist with the award and execution of the contract between the City and the Contractor, including review of insurance, bonding, and other required documents.
8. Assist or perform the activities associated with advertising and retaining specialty contractors or services such as materials testing, surveying, building furnishing and furniture procurement and/or suppliers and/or installers, etc.

C. During construction to the final project close-out (**optional services**)

At the City's option, the Consultant may be retained to provide the following services. Consultant shall include these services in the Technical Proposal and the associated cost in the Cost Proposal, and shall label them as "Optional".

1. Coordinate and participate in pre-construction contract award activities.
2. Assist City with the procurement of furniture and furniture systems, including, but not limited to, coordination with vendors, manufacturers and suppliers to verify lead times and ensure proper delivery dates for placement/installation.
3. Management and coordination for the processing of submittals, including receipt, review of, and appropriate action on Request for Information (RFIs), shop drawings, product data, samples and other submittals required by the Contract Documents.
4. Review, analysis, and development of independent cost estimate(s) of all Value Engineering Proposals (VEPs) provided by the Contractor.
5. Field observation services consisting of visits to the site at intervals appropriate to the stage of construction to review and report the progress and quality of the work and to determine in general if the work is proceeding in accordance with the intended design goals and objectives.
6. Preparation, reproduction and distribution of written directions, drawings and specifications to describe work to be added, deleted or modified. Preparation of drawings, including

- calculations, for design work associated with change orders and review of proposals from contractor(s) for reasonableness of quantities and materials.
7. Assistance with change order negotiations with contractor(s) on the relative costs of work proposed to be added, deleted, or modified.
 8. Preparation of as-built drawings based on red-lined documents received from the field.
 9. Recommend courses of action when the Contractor's or sub-contractor's performance is unsatisfactory and assist with carrying out the necessary corrective actions.
 10. Maintain continuous 24-hour telephone accessibility during construction activity for emergency use.
 11. Assist the Contractor in obtaining all building, grading, and other permits necessary for the project.
 12. Ensure timely completion/approvals in response to all RFIs, shop drawings, product data samples, Change Notices, Intent to File Change Notice, and Construction Change Order (CCOs) reviews, negotiations and issuance of Change Order(s) to the Contractor.
 13. Prepare independent cost estimates for comparison and review by the City for all Contractor-submitted change notices/orders.
 14. Assist with required inspections by certified building inspector(s) provided by the City.
 15. Assist with the activities of City-retained specialty contractors such as inspections, testing, furniture and furnishing-related activities, move-in phase, etc.
 16. Assist with monitoring and updating the construction schedule.
 17. Participate in weekly construction meetings with the Contractor, City staff, and other involved parties. Prepare and distribute meeting minutes.
 18. Prepare and distribute all required notices, respond to complaints and resolve problems as necessary.
 19. Review Contractor pay requests and prepare necessary documentation for submittal and approval by the City.
 20. Coordinate and assist in observing the initial start-up and testing of utilities, systems and equipment utilized on the project.

21. Ensuring that the project site has record copies of the following:
 - a. Plans, specifications and contract documents with all changes and modifications.
 - b. Permits.
 - c. Addenda, change order(s), shop drawings, product data, submittals and samples.
 - d. Survey and layout data and certifications and photographs of as-built locations and depths.
 - e. List of addresses, telephone and license numbers of General Contractor, all sub-contractors, material suppliers and utility agencies.
22. Conduct project walk-through(s) and prepare punch list(s).
23. Ensure the project is implemented per the approved set of bid documents.
24. Incorporate approved changes to the plans, specifications and contract documents as they occur and ensure that the red-line set for the as-built is maintained on regular basis.
25. Prepare as-built drawings at the completion of construction.
26. Coordinate close-out of the project; obtain necessary operation manuals, warranties, guarantees and other applicable necessary information. Provide all documentation in a well-organized manner in either electronic and/or hard copy formats (binders, folders, CDs, etc.).
27. Obtain all releases and warranty bonds from the General Contractor and sub-contractors. Provide all documentation in a well-organized manner in either electronic and/or hard copy formats (binders, folders, CDs, etc.).
28. Deliver manuals and record drawings to the City and coordinate all final inspections. Provide all documentation in a well-organized manner in either electronic and/or hard copy formats (binders, folders, CDs, etc.).
29. Prepare status report(s) for project close-out and filing of Notice of Completion.
30. Present the City with a complete project close-out file.
31. Perform such other project-related duties as may be required by the City.
32. Perform warranty walk approximately one (1) year from the City Council's acceptance of the project.
33. Resolve all warranty issues so that the City can release the Warranty Bond.

IV. Proposal Format

Proposals shall be submitted electronically (in PDF format) utilizing the above City's vendor portal. The proposer shall submit a separate electronic file for their technical proposal and a separate electric file for cost proposal.

The Consultant's Proposal shall be no more than 20 pages, excluding a cover letter of up to two pages, dividers, and certificates. Proposals failing to provide sufficient information and assurances of performance to accurately assess each category of the required services and failing to comply with requirements and conditions of the RFP will not be given further consideration

A. Technical Proposal

At a minimum Technical Proposal should include, but not be limited to, the following items:

1. **Project Understanding:** This section should clearly convey a clear understanding of the nature of the work, identification of major project issues and proposed solutions thereof, from both the Consultant and the sub-consultants (Consultant Team).
2. **Approach and Management Plan:** This section provides the Consultant Team's proposed approach and management plan for providing services. Include an organization chart showing proposed relationships among Consultant Team/staff as well as any other parties that may have a significant role in the delivery of this project.
3. **Qualifications and Experience:** Provide the qualifications and experience of the team for this project. Emphasize the specific qualifications and experience from projects similar to this project for the key team members, including references. Identify and provide in-depth information for the proposed project manager's qualifications, track record and relevant experience.
4. **Staffing Plan:** Discuss the staffing plan and the current and anticipated workloads for all key team members and their capacity to perform the requested services according to the proposed schedule. Discuss the firm's/team's approach for completing the services required for this project within budget and schedule.
5. **Work Plan and Schedule:** Include a description of how each task of the project will be conducted and identify deliverables for each task and implementation schedule. The work plan should include sufficient detail to demonstrate a clear understanding of the project. Discuss the Consultant Team's approach for completing the project.
6. **Quality Control and Assurance:** Discuss QA/QC proposed for each phase/deliverable for this project, including various independent plan check reviews and 95% Plan Biddability/Constructability/Claims Avoidance reviews.
7. **Additional Relevant Information:** Provide additional relevant information that may be helpful in the selection process (not to exceed two pages).

The following statements 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 Professional Consultant 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.

NOTE: EXCEPTIONS TO THE INDEMNIFICATION, LIABILITY, AND TERMINATION FOR CONVENIENCE OF THE CITY CLAUSES OF THE CITY'S STANDARD "AGREEMENT FOR DESIGN PROFESSIONAL CONSULTANT SERVICES" SHALL NOT BE ACCEPTABLE. ANY EXCEPTIONS TO THESE CLAUSES SHALL DISQUALIFY THE CONSULTANT'S PROPOSAL FROM FURTHER CONSIDERATION.

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 resource allocation matrix must be submitted with the Proposal. The resource allocation matrix must list detailed tasks in rows and the appropriate individual (Job Title Only) as well as the number of hours that these individuals will be working on each task listed, will be included in adjacent columns.
8. A statement that the Consultant acknowledges and understands that the Consultant will provide a qualified alternate staff in the event of the primary staff is not able to come to work.

9. A statement that all charges for Consultant services is a "Not-to-Exceed" fee which must include conservatively estimated reimbursable expenses, as submitted with and made a part of said Consultant's Proposal.
10. 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.
11. 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 for use in invoicing for progress payments and for extra work incurred that is not part of this RFP.
12. A statement that the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
13. 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.
14. 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.
15. 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.
16. 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.
17. 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.

B. Cost Proposal

Cost Proposal shall include, but not be limited to, the following items:

1. A "Not-to-Exceed" Fee that includes all costs associated with the delivery of the required services. The fee estimate shall be based on the number of hours staff member(s) are required to perform the required services for the duration of the project construction.

2. A rate schedule aligned with titles in the resource allocation matrix in Technical Proposal.

V. GENERAL COMPLIANCE WITH LAWS AND WAGE RATES

The Consultant shall be required to comply with all federal, state, and local laws and ordinances applicable to the work. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775.

The Consultant is required to submit certified payrolls weekly. This applies to all applicable field personnel working on the project. In accordance with Section 1771.5 (b) (5) of the California Labor Code, the City will withhold payments when the payroll records are delinquent or inadequate.

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.”

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.

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 thereunder. Nothing herein shall be deemed or interpreted to limited a CalPERS retiree’s obligations under applicable law, rules or regulations.

VI. PAYMENT TO CONSULTANT AND INVOICING

- A. This work is to be performed for a “Not-to-Exceed” Fee.
- B. The Consultant shall provide a “Cost Proposal” indicating the fee for individual staff member(s) with a “Not-to-Exceed” Fee which shall be the sum of all costs as described above.
- C. Consultant invoices shall be submitted to the City monthly for review and approval for payments.
- D. Invoices shall identify job title, person-hours, and costs incurred by each staff member.

- E. The City will pay the Consultant for work hours completed for each month.
- F. Reimbursement costs related to vehicle/transportation, mileage, printing, telephone, photograph, postage and delivery, equipment, tools, uniforms, all incidentals are to be included in the "Not-to-Exceed" Fee".
- G. When the Consultant is performing, or is requested to perform, work beyond the scope of service in the "Agreement for Professional Consultant Services," an "Amendment to the Agreement" will be executed between the City and Consultant.
- H. The Consultant shall receive no compensation for any re-work necessary as result of the Consultant's errors, omissions, or oversight.

VII. INSURANCE

Refer to Exhibit E of the Sample Agreement (Attachment B) for insurance requirements.

VIII. INDEMNIFICATION

A. The Consultant agrees to indemnify, defend, and save the City of Moreno Valley, the Moreno Valley Community Services District (CSD), and the Moreno Valley Housing Authority (MVHA), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of the Consultant under this Agreement, or are caused or claim to be caused by the negligent acts of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the sole negligence or willful misconduct of the City, MVHA, and CSD, their officers, agents or employees.

B. The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, MVHA's, and CSD's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, MVHA, and CSD, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the Consultant, its officers, agents, or employees (PCC 20103.6).

IX. TERMINATION FOR CONVENIENCE OF THE CITY

The City reserves the right to terminate the "Agreement for Professional Consultant Services" for the "convenience of the City" at any time by giving ten (10) days written notice to the Consultant of such termination and specifying the effective date thereof. All finished or unfinished drawings, maps, documents, field notes and other materials produced and procured by the Consultant under the said aforementioned Agreement is, at the option of the City, City property and shall be delivered to the City by the Consultant within ten (10) working days from the date of such termination. The City will reimburse the Consultant for all acceptable work performed as set forth in the executed Agreement.

X. INDEPENDENT CONTRACTOR

The Consultant's relationship to the City in the performance of the Consultant's services for this project is that of an independent Contractor. The personnel performing the said Services shall at all times be under the Consultant's exclusive direction and control and shall be employees of the Consultant and not employees of the City. The Consultant shall pay all wages, salaries and other amounts due his employees in connection with the performance of said work shall be responsible for all employee reports and obligations, including but not necessarily restricted to, social security, income tax withholding, unemployment compensation, and Workers' Compensation.

XI. CONTRACT

The Contract includes the Agreement for Professional Consultant Services, City's Request for Proposal, Consultant's Proposal, and Exhibits. The Political Reform Act and the City's Conflict of Interest Code require that Consultants be considered as potential filers of Statements of Economic Interest. Consultants, as defined by Section 18701, may be required to file an Economic Interest Statement (Form 700) within 30 days of signing a Consultant Agreement with the City, on an annual basis thereafter if the contract is still in place, and within 30 days of completion of the contract.

XII. GENERAL CONDITIONS

- A. Pre-contractual expenses are defined as expenses incurred by the Consultant in: (1) preparing the Proposal; (2) submitting the Proposal to the City; (3) presentation during selection interview; (4) negotiating with the City any matter related to this Proposal; (5) any other expenses incurred by the Consultant prior to an executed Agreement.

The City shall not, in any event, be liable for any pre-contractual expenses incurred by the Consultant.

- B. The City reserves the right to withdraw this RFP at any time without prior notice. Further, the City makes no representations that any Agreement will be awarded to any Consultant responding to this RFP. The City expressly reserves the right to postpone reviewing the Proposal for its own convenience and to reject any and all Proposals responding to this RFP without indicating any reasons for such rejection(s).
- C. The City reserves the right to reject any or all Proposals submitted. Any Contract awarded for these Consultant engagements will be made to the Consultant who, in the opinion of the City, is best qualified.

XIII. SELECTION CRITERIA

- A. **The Firm's General Experience and Qualification Information** (20 points) – Information about the company including professional licenses held; ability to furnish required insurance and meet stipulations of the City's "boiler plate" agreement; details about comparable projects completed by the firm, as well as local experience; and its ability to provide the required services in an efficient and expeditious manner.

- B. **Experience of Key Personnel** (40 points) – Background experience of key personnel, credentials and certifications, abilities, familiarity with state and federal procedures and applicable standards and specifications, local experience on comparable projects and length of service with the firm, reference information preferably with municipal agencies, and proven track record and depth of understanding/knowledge of the required services.
- C. **Understanding of Requested Service/Plans to Deliver Services** (40 points) – Understanding of the requested services and tasks, discussion of major issues identified on the project and how the 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 to ensure delivery of a quality product on time, within budget that provides a cost efficient, timely and predictable execution of work.

XIV. ATTACHMENTS

- A. Project Location Map
- B. Non-Collusion Affidavit
- C. Sample Agreement for Professional Consultant Services
- D. Corporate Yard Facility Space Needs Analysis and Conceptual Design
- E. As-built plans of the Administration Building (Building A) and Site Improvements.

**Proposal for Professional Architectural and Engineering
Design Consultant Services**

City of Moreno Valle

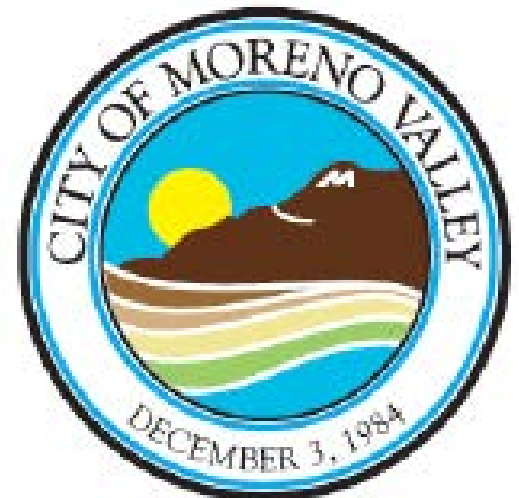
SEPTEMBER 9, 202

Attachment: Agreement with Gillis and Panichapan Architects Inc. (5967 : AUTHORIZATION TO AWARD AN AGREEMENT FOR PROFESSIONAL

Jack Panichapan, AIA, LEED AP
Principal/CEO

Gillis + Panichapan Architects, Inc.
2900 Bristol Street, Suite G-205
Costa Mesa, 92626

jack@gparchitects.org
Tel. 714.668.4260
Fax. 714.668.4265





September 9, 2022

Capital Projects Division
 City of Moreno Valley
 14177 Frederick St.
 PO Box 88005
 Moreno Valley, CA 92552

Re: RFP –Professional Architectural and Engineering Design Consultant Services for Corporate Yard Office Building F PROJECT NO. 803 0055

Sir/ Madam:

We are pleased to forward to you our Statement of Proposal for the City of Moreno Corporate Yard Office Building F:

- Our experience involves many years of collaboration with Municipal agencies on a broad range of corporate yard facilities that vary in complexity, scope, and size.
- We specialize in the providing services for new ground-up and rehabilitation of corporate yards facilities from conceptual design through to project move-in.
- We are flexible and open to design innovation, reflecting the City's specific and custom needs for their facility and how it can be optimally low maintenance, energy efficient, and a sustainable facility.
- We assisted the City of Moreno Valley to develop the original Corporate Yard Master Plan 15 years ago.

Gillis + Panichapan Architects Inc. (GPa) is a full-service Architectural and Interior Design firm with over thirty years of experience serving Public, Educational, and Civic Facilities throughout California. Our successful experience with these Agencies leaves us with a great depth of intimate knowledge that we can bring forward specifically to the City of Moreno Valley.

We are pleased to submit our qualifications, and hope to have the opportunity to further demonstrate our enthusiasm, and express our experience in more detail.

Respectfully,

Jack Panichapan, AIA, LEED AP
 Principal, CEO
 Gillis + Panichapan Architects, Inc.

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Appendix- Statements to the City and Resumes 20-28

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Project Understanding

Gillis+ Panichapan Architects Inc (GPa) offers the following is a description of services that endeavors to optimally align and complement with the RFP scope description provided by the City of Moreno Valley for their new Corporate Yard Office Building F and the surrounding site.

Within it we attempted to add supplemental information into each stage to address issues that we foresee that can improve the quality of the project. More descriptive information on hourly time respective to each individual task can be found in the Work Plan the associated separate fee schedule. (See FEE SCHEDULE).

We will be providing Architectural and Engineering services to provide fully permitted and approved engineered improvement plans, bid documents, and technical specifications for the construction of the new one story approximately 6,000sf Facility. The new facility will be built at the City Yard located at 25180 Santiago Drive in the City of Moreno Valley.

The project would be initiated with a needs assessment review to establish and update the foundational program of City Needs based Conceptual Design Exhibit completed back in 2009 by GPa.

The main program would potentially include the following:

- Office Spaces: restrooms, conference/training/ classrooms, employee breakrooms, and private and open office spaces.
- Potential Locker Room
- Potential Shop Spaces
- Site Parking and Accessibility Design

The RFP outlines three (3) primary tasks (Tasks A-C). The main task on this proposal would be Task A: Conceptual through Full Construction Documents.

The next are the optional tasks of bidding (B) construction support (C).

We included highlights of the following tasks (but not limited) to the scope items from scope described in the RFP:

- Refine and Update Program and Space planning for the proposed facility
- Develop Parking Plan, Site Accessibility and Egress.
- Site Drainage Plans
- Energy conservation analysis for facility, including sustainable passive strategies
- Develop Building Look and Aesthetic: Selection of interior and exterior materials, finishes and fixtures (subject to City review/approval)
- Layout and furniture recommendations for offices. Assist City with Furniture Procurement.
- Assist City with Audio Visual Design and Coordination
- Site design for egress and accessibility including a new Parking Area for the new building
- Lighting Design for interior and exterior lighting
- Statements of Probable Costs (SoPC) throughout the design process including: Schematic Design and Construction Document phases.

Engineering Subconsultants:

- Mechanical Electrical Plumbing Engineering
- Structural Engineering
- Civil Engineer and Landscape

GPa's TECHNICAL APPROACH

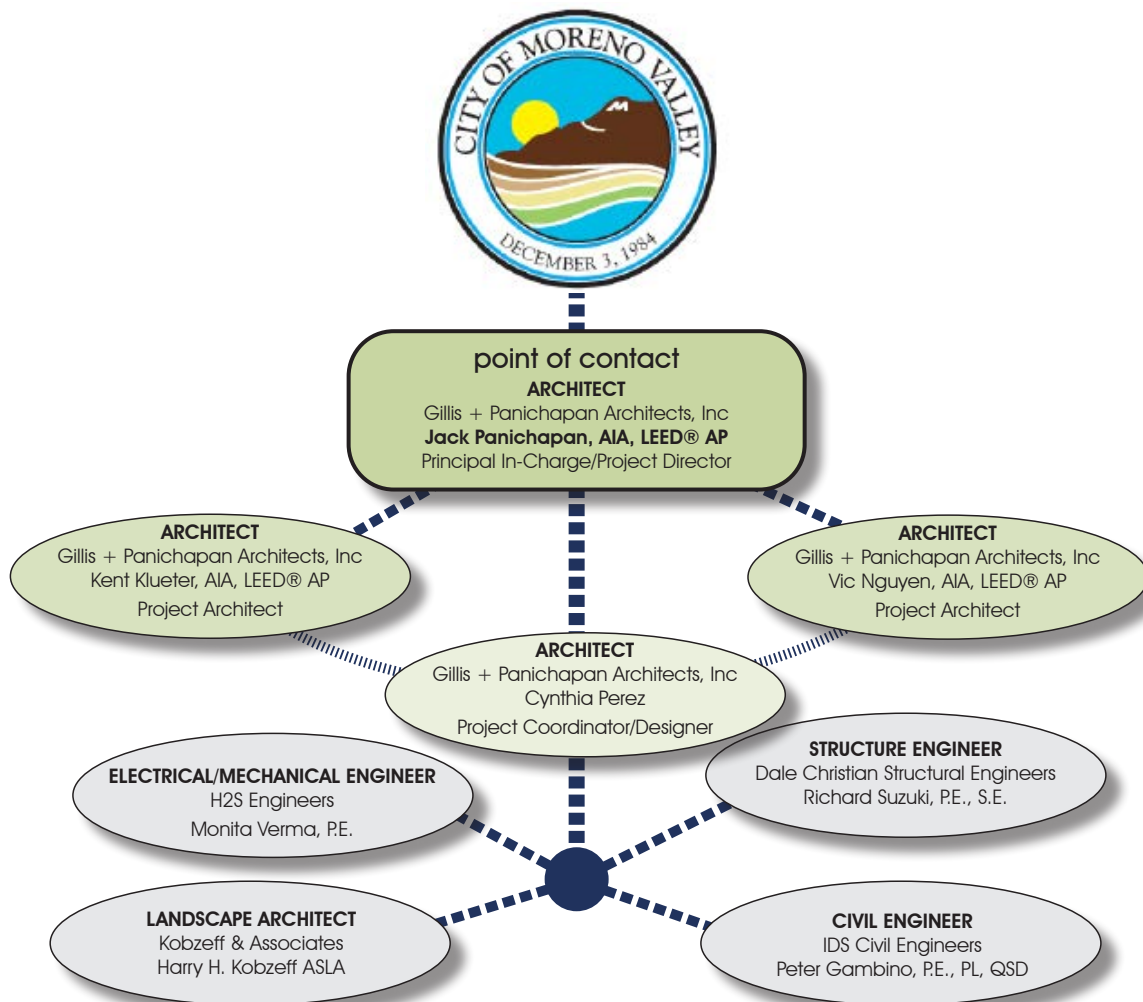
Jack Panichapan will be the primary contact with the Client throughout the entire process of the project. Our principal and CEO's intimate involvement with the project, we believe is the key to the project success. Along with this, our team of Architects and Engineers have worked together for many years, often decades together.

With Jack, we will be engaging in discussion to encourage finding the vital methodology on how operations as well as department interactions ebb and flow, carefully planning for the project potential growth and change over time to integrate into the overall design solutions. Assessment of the program occurs at all scales from ergonomics to department level operations. Having a single point of connection and involvement in the day to day development of the project is key to a project's success. We believe a close interactive collaboration with the Client's team throughout the design and development process will achieve optimal cost effective solutions for a successful project overall.

GPa's observations and analysis, accompanied with our expertise built upon many years of working with Civic and Municipal Facilities on Corporate Yards all over the state of California, can offer an essential road map to improvements and development of any number of projects that the Client may need.

Our office is full service and encompasses both Architecture and Interior Design. We are involved from early stages of programming all the way on to the move coordination up to opening day.

We have recently completed corporate yard projects for the San Gabriel City Yards and the Westminster Corporate Yard. Both incorporate large administrative building offices for the city maintenance staff, along with the associated complex service yards. We have also recently completed the WRD GRIP Advance Water Treatment Facility and Visitors Center, a project that achieved LEED Platinum Certification.



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**Jack Panichapan, CEO/Principal
Gillis and Panichapan Architects, Inc.**

Jack Panichapan will be the project manager and the main point of contact and coordinator throughout the entire project for the City. He will coordinate and track of all processes with the client and sub-consultants.

- Jack Panichapan, 20 years with GPa, 28 years of experience
- Bachelor and Master in Architecture, Iowa State University
- Professional Architect, CA #29344, LEED Accredited Professional
- Professional Architect, IL 001-018109



**Kent Klueter, Project Architect
Gillis and Panichapan Architects, Inc.**

As project architect, Kent will develop working drawings, coordinating with engineering consultants, producing of construction documents, bidding process, construction administration, as well as coordinating with building department.

- Kent Klueter, 29 years with GPa, 33 years of experience
- Bachelor in Architecture, California Polytechnic State University, San Luis Obispo
- Professional Architect, CA #25189, LEED Accredited Professional



**Vic Nguyen, Design Director
Gillis and Panichapan Architects, Inc.**

Mr. Nguyen is responsible for design presentation and quality control. With graphic, 3-D modeling and BIM expertise, he can assure quality project team coordination in every step of the design process. Moreover, he is in charge of project approvals at all stages from planning to building entitlement.

- Vic Nguyen, 12 years with GPa, 22 years of experience
- Bachelor in Architecture, University of Arizona
- Professional Architect, CA #30250, LEED Accredited Professional



**Cynthia Perez, Project Coordinator/Designer
Gillis and Panichapan Architects, Inc.**

Ms. Perez works closely with the Project Architect and Principal with the coordination of team members. She handles product research, color/material for furniture selection, and 3-D renderings. In addition, she is also involved in the coordinating production of construction documents, administration of the bidding process, and construction administration.

- Cynthia Perez, 14 years with GPa, 14 years of experience
- Bachelor in Architecture, University of California, Berkeley



Richard Suzuki, PE., S.E. Structural Engineer: Dale Christian Structural Engineer (DCSE)

Years of Collaboration: 17

DCSE Structural Engineers are involve with us on the project from the conceptual design all the way though construction by performing site visits during construction as well as the review of various structural submittals. DCSE's team experienced in all phases of structural engineering and design analysis for different types of structures including mixed-use multi story facility, retail buildings, tilt-up industrial buildings, restaurants, police and fire stations, steel office building and subterranean parking structures.

Relevant Recent Projects with GPa:

- UC Irvine Health – On-Call A/E Services
- City of San Gabriel – Municipal Yard Facility
- City of Westminster – Maintenance Corporate Yard and Police Department Training Facility



Monita Verma P.E., LEED AP, Mechanical, Electrical, and Plumbing Engineer: H2S Engineers Inc.

Years of Collaboration: 10

H2S specializes on electrical and mechanical, as well as managing the whole picture of the project. They design and consult on HVAC, electrical and plumbing system design. Their duties include the specification and optimization of cost effective HVAC, electrical and plumbing solutions. H2S is also responsible for the calculation and verification of energy compliance with the State Energy Code.

Relevant Recent Projects with GPa:

- City of Buena Park – Ehlers Community Center
- UC Irvine Health – On-Call A/E Services
- OCFA Building Addition and Retrofits



John Wang , P.E., PLS, QSD: TriTech Civil Engineers

Professional Engineer, CA, 34277

Years of Collaboration: 5

IDS Civil Engineers specializes in Civil Engineering, Land Surveying, and Public Works and site development. His depth of experience includes site planning and development, entitlement procurement, tenant improvements, ADA site improvements, construction documents, value engineering, construction administration and project management.

Relevant Recent Projects with GPa:

- SAWPA – Lobby and Parking lot ADA Retrofits
- East Orange County Water District – Headquarters Facility
- Temecula Fire Station 84



Hashimi Quazi, Ph.D., P.E., G.E. Principal / Project Manager: Converse Consultants

Civil Engineer, CA 46651

Years of Experience: 26

Converse Consultants personnel excels in providing geotechnical engineering services and has earned a reputation for quality work provided in an honest and ethical manner, on time and on budget. Conserve Consultant provides quality control, budget oversight, and technical assistance on various types of projects, including pipelines, wastewater treatment plants, reservoirs, and other related studies.

Relevant Recent Projects with GPa:

- Mojave Water Agency, New Agency Headquarters Facility, Town of Apple Valley, CA (LEED Gold)
- City of Westminster – Maintenance Corporate Yard and Police Department Training Facility
- City of San Gabriel- Municipal Yard Facility



San Gabriel Municipal Yard

City of San Gabriel

DESCRIPTION:

The City of San Gabriel had acquired a challenging narrow 3.5-acre site bifurcated by a flood control channel for its new maintenance facility containing the City’s Maintenance Division, Engineering, and Administration Staff. It was our objective to provide an environmentally and energy efficient building to the City of San Gabriel that blends in, as well as enhances the surrounding community. A portion of the building also serves as an essential facility. Building and site improvements were located on the east side of the wash. The other sides of the site are primarily bordered by large industrial tilt-up facilities on the east, north, and across the Rubio wash to the west. There is a small cluster of homes isolated on the southeast section of the site, with the homes sharing the property line with the site.

The Municipal Yards Facility artfully blends in the contextual juxtaposition of single-family residential versus industrial facilities using a CMU as the primary façade material to transition the two zones. The buildings blend the larger concrete warehouses with the residential scale more gradually. The facility uses a series of subtle patterned CMU walls throughout the main facades. The colored CMU used

provides a warmth and scale for residential context while fitting in with the larger tilt-up industrial buildings on the other side. A secondary goal with the use of CMU was to provide visual and acoustic mitigation between the industrial and residential zones.

With the narrow site, the durability of the walls offers good resistance to the maintenance facility high volume activities and traffic around on the very narrow site. The facility considers sustainable design features such as native plantings, recycled materials, and north-south fenestration orientation for energy efficiency.

CONTRACT VALUE: \$750,000

CONSTRUCTION BUDGET: \$10,000,000

DATES OF SERVICE: 2016



Gillis + Panichapan Architects, Inc.

CLIENT REFERENCE:
 Patricia “Patty” Pena
 Management Analyst
 (626) 308-2825
 Ppena@sgch.org



WESTMINSTER CORPORATION YARD

City of Westminster

DESCRIPTION:

The existing city maintenance yard facility built in the early 1960s, is overcrowded, inefficient, and no longer sufficient to implement the city’s needs as a maintenance facility. GPa was obtained to update and expand the current facility. The new corporate yard includes a new administration building, canopy, fuel station, and warehouse facilities. The renovation and addition takes place within the existing site of the city’s current municipal facility along with an adjacent building the city has obtained for a police training facility requiring renovation. Another building housing the Boys and Girls Club was also renovated as a part of this project.

One of the challenges of this project was that the facility is required to be operational during the course of renovation. GPa worked with the city for a phasing plan to relocate staff and keep it operational during the course of construction. The new building contains notable sustainable features and reflects the residential scale of the surrounding residential neighborhood. GPa completed the space planning and furniture procurement for the both the corporate yard and the police training facility. We also provided code updated retrofits for the Boys and Girls Club.

CONTRACT VALUE: \$448,000

CONSTRUCTION BUDGET: \$10,500,000

DATES OF SERVICE: 2016

	CLIENT REFERENCE:
	Dustin Alamo
	Senior Vice President
	(949) 497-9000
dalamo@griffinholdings.net	

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GRIP- Advanced Water Treatment Facility

WRD- Water Replenishment District of Southern California

DESCRIPTION:

WRD is developing an advanced reclaimed water treatment campus (\$100 million construction cost) that includes an approximately 45,000sf treatment plant process building and an approx. 24,150sf two story Administration and Visitors Building.

During the course of development, GPa developed the general architectural aesthetic of the buildings and site landscape concepts and theme through several phases of public outreach input with the surrounding community. The goal was to have a building and a campus that facilitated a welcome connection to the community.


The Design was developed through stages of Design-Build with an architectural philosophy which is consistent with the theme and character that has been established by WRD in terms of outdoor connections, views, and transparency. We worked interactively with WRD in order to ensure that the

implementation of the final design aligns with the established budget, needs, and goals for the architecture of new facility. Throughout the development of the project this can be implemented with workshops. The facility achieved LEED Platinum.

CONTRACT VALUE: \$875,000 (Architecture only)

CONSTRUCTION BUDGET: \$100,000,000

DATES OF SERVICE: 2019



Gillis + Panichapan Architects, Inc.

CLIENT REFERENCE:
 Charlene King
 Associate Engineer
 562-275-4252
 cking@wrd.org

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Yucca Valley Branch Library

Town of Yucca Valley

DESCRIPTION:

It has been approximately ten years since a needs assessment was completed and there have been potentially organizational and infrastructural changes over the years that require the Town Master Plan Study to be re-assessed and revised.

GPa had assisted the Town of Yucca Valley to develop a report to determine a compatible new program to occupy the infrastructure of the existing mid-20th century bank facility located at 57271 Twenty-nine Palms Highway Yucca Valley, CA 92284. Programming and architectural/ engineering assessments of the existing building were provided in this report. GPa provided the Town of Yucca Valley with three separate schemes: community library, combination hi-desert museum and California welcome center, and hi-desert museum. With three separate programs and conceptual plans developed, it was determined that the County library program would be the most optimal fit. A conceptual plan of renovation of the bank were developed to depict its library use as one of three schemes. Recently, GPa completed performing

the next stages of design services (schematic design through construction administration) for the Architectural and Engineering for the renovation of the former Bank Building into the County Library.

CONTRACT VALUE: \$331,000

CONSTRUCTION BUDGET: \$2,500,000

DATES OF SERVICE: 2020



CLIENT REFERENCE:
 Shane R. Stueckle
 Deputy Town Manager
 760-369-1265 ext. 305
 sstueckle@yucca-valley.org

GPa Process and Management

At the beginning of a project for any size and budget range, our approach to effectively manage the project cost, schedule and quality begins with defining the project scope, and aligning it to the City's goals, budget, and timing for completion. This information is presented and discussed at the Kick-off meeting with the City and the goals are mutually established.

In the event where the project budget and timeline is defined prior to the meeting, we will develop and submit the preliminary schedule denoting key milestones and deliverables for the City to review and obtain their feedback at the Kick-off meeting.

During the progress of the project design, formal organized workshops will be provided to share our findings coordinating with the City Team. The project progress will be presented in interactive workshops for input and guidance for iterative refinements. These workshops would involve collaboration with the City staff to discuss design ideas and how it impacts operational needs. This process will be a chance to showcase progress and gauge reaction. We are skilled with design communications, our drawings and renderings are used optimally and effectively to communicate ideas and bring the City's vision to life be it early conceptual stage, design development, or right up through guidance of issues during construction stages.

Cost Control

As the project develops, our team will provide and update detailed cost estimates for the project. Knowing the cost estimates early allows us to make necessary adjustments to bring the project under budget with minor concessions. We use in house as well as professional cost estimating services to effectively control the project cost during design. More importantly, all major project decisions are evaluated in terms of cost impact on the project. We can inform and advise our Clients of the cost impact on the project to assist them with the decision-making process to maximize the impact on often strict and lean budgeting needs.

Schedule Control

The project schedule (Gant Chart) is developed to show major milestones for the project, the important decision-making workshops, as well as individual minor tasks that need to be completed. We regularly update the schedule and submit the updated schedule to the client as well as inform our consultants of the timeline for the completion of specific tasks to keep the project on schedule.

Percentage of Full-Time Staff Hours Dedicated to this Project:

Task 1: Conceptual/ Schematic Design

- Jack Panichapan (Principal).....40%
- Vic Nguyen (Design Director)65%
- Kent Klueter (Project Manager)20%
- Cynthia Perez (Designer).....20%

Task 2: Design Development

- Jack Panichapan (Principal).....40%
- Vic Nguyen (Design Director)55%
- Kent Klueter (Project Manager)60%
- Cynthia Perez (Designer).....50%

Task 3: Construction Documents and Plan Review

- Jack Panichapan (Principal).....30%
- Vic Nguyen (Design Director)45%
- Kent Klueter (Project Manager)70%
- Cynthia Perez (Designer).....60%

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CURRENT GPA PROJECTS UNDER DESIGN/CONSTRUCTION

City of Orang Corporate Yard Renovation- Master Plan and Site Redesign of the City of Orange Corporate Yard

(STATUS: CONSTRUCTION DOCUMENTS)

Long Beach Water District- Reconfigured existing office/workstation spaces to create additional work space for existing/new personnel. Redesigned an existing kitchen with new ADA compliant countertops/cabinets and wall hung cabinets for extra pantry storage.

(STATUS: SPACE PLANNING)

Long Beach Gas and Oil Needs Assessment- A needs assessment/conceptual site plan layout for the City of Long Beach Gas and Oil Department.

(STATUS: NEEDS ASSESSMENT)

SCE Long Beach- Voluntary Seismic Retrofit of the Service Center and Garage and required ADA/Accessible upgrades.

(STATUS: CONSTRUCTION ADMINISTRATION)

Long Beach Municipal Urban Stormwater Treatment Facility- New ground-up 14,000 SF treatment facility with demonstration garden and space provided for the Long Beach Pow Wow mural.

(STATUS: PLAN CHECK)

Ontario Corporate Yard- A needs assessment/conceptual site plan layout for the City of Ontario Municipal Services Center.

(STATUS: CONCEPTUAL DESIGN)

Redondo Beach Council Chambers Renovation- A tenant improvement to modify the existing Redondo Beach City council chambers to meet ADA requirements.

(STATUS: CONSTRUCTION ADMINISTRATION)

South Coast Water District Needs Assessment- A needs assessment and facility assessment of the current South Coast Water District Administration and Operations Building.

(STATUS: NEEDS ASSESSMENT)

SCE GO-1 Upgrade- A tenant improvement project remodeling all ceilings and light fixtures to new SCE standards.

(STATUS: DESIGN DEVELOPMENT)

SCE Dominguez Hills- Voluntary Seismic Retrofit of the Service Center Campus and required ADA/Accessible upgrades.

(STATUS: CONSTRUCTION DOCUMENTS)

Attachment: Agreement with Gillis and Panichapan Architects Inc. (5967 : AUTHORIZATION TO AWARD AN AGREEMENT FOR PROFESSIONAL

Gillis+ Panichapan Architects Inc (GPa) offers the following is a description of services that endeavors to optimally align and complement with the RFP scope. We have hereby provided a description of how each task of the project will be conducted and identify deliverables for each task and implementation schedule.

PART I (The Proposed Task A)

Task 1: Information Gathering and Updated Needs Assessment

This first task will assess and update the past Needs Assessment completed by Gpa 12 years ago and included within the RFP. GPa will review the current information provided by the City and document current and anticipated space needs for the facility based, along with requirements of individual staff for to further develop and update a formal architectural Needs Assessment. Current and future needed furnishings, fixtures, and equipment will also play a role in tallying space requirements.

- a. Project Establishment and Initiation
 - Work with the City to refine and establish protocol for milestone tasks for anticipated progress for the project period, pending issues and schedule completion updates. Determine and establish points of contact.
 - Establish a methodology for quality control and review with the City
- b. Project Assessment
 - Review draft building and site planning provided by City
 - Conduct a field reconnaissance to assess existing conditions at and around project site.
 - Confirm the existing underground and overhead utilities
 - Establish codes, zoning and setbacks that can impact planning and design
 - Obtain and review available property acquisition reports, maps and utility information.
 - Review updated space needs/ Staffing Org charts.
- c. Conceptual Planning
 - Finalize the building block diagram plan and site space planning
 - Participate in City meetings and prepare exhibits, as necessary
 - Provide an initial construction Cost estimate (Statement of Probable Costs) based on the building program and initials studies

Task 2: Schematic Building Design and Preliminary Site Design

The next Task shall include the development of several focused assessments and design documents evaluate specific design issues. Each of the reports will provide recommendations to the City for review and evaluation.

Scope Highlights can include the following:

1. Meet with the City to review the reports and facilitate the decisions for the elements to include in the final design process.
2. Support City in the preparation of materials (costs, drawings, layouts, equipment, etc.) for presentations in order to obtain Board approval on the final scope and configuration.
3. Design Reports that include:
 - a. Building Plans and Space Plans
 - b. Façade and Exterior schemes
 - c. Final Refined Conceptual Perspective sketches of final scheme

- d. Assessments and reports including
 - i. Site Assessments and Exhibits
 - ii. Security, Low Voltage, and Audio-Visual Design
 - iii. LEED Certification and Qualification Review, HVAC, and Lighting
 - iv. Permit Requirements
 - v. SoPC for the schematic design (Statement of Probable Cost)

This report will contain information and assessments from team and staff consensus that will be the foundation of the development of the project.

Site Development

- Evaluate site plan for the facility with existing parking and site modifications
- Evaluate current site drainage and grading, address identified corrections, such as the existing drainage swale

Building Design

- Generate initial floor plans based on the building program and initial cost analysis
- Prepare floor plans and elevations for review and approval by City (including Building furniture, and equipment)
- Generate conceptual 3-D building Renderings
- Generate initial elevations

Infrastructure Design

- Select structural systems materials framing plan and foundation plan
- Select mechanical systems
- Propose basic power plan and lighting plan for reconfiguration plan chosen
- Low Voltage and Audio-Visual Design
- Plumbing load

Energy Design and Analysis

- Analyze initial floor plans for LEED, efficiency and cost to determine if certification is a viable cost-effective solution
- Analyze initial floor plans for accessibility and Energy model review

Coordination and Research

- All design work shall be coordinated with the City.
- Complete necessary design approvals for the project to the City Planning Department. In addition, prepare and provide all necessary plan check copies required for development review.
- Coordinate with utilities for service modifications
- Provide and update construction estimate and schedule prior to starting the design development phases.

Task 3: Design Development

At the Design Development stage, a formal bridging document (35% CD) would be developed from information secured from the previous tasks.

Building and Infrastructure Design

- Develop plans including dimensions, colors, materials, details wall sections and specifications. In additions, select preliminary schedules including doors, windows, hardware, and finishes
- Prepare casework plans for significant architectural elements
- Develop Design-Build Audio-Visual Plans and Specifications
- Develop mechanical systems including size ducts, locate runs, and identify equipment manufacturer and equipment size.
- Develop electrical power and data plan, lighting and fixtures plan; coordinate with utility companies and develop low voltage plans
- Recommend plumbing fixtures sizes, pipe sizes and coordinate points of connections
- Revise design schedule and construction Cost estimate (Statement of Probable Costs) based on the Design Development plans

Furniture layout/ Space Planning Design

- Prepare detailed furniture plans for all public, staff, meeting and support spaces
- Coordinate clearances and access to power and data at individual stations
- Provide isometrics indicating light level on horizontal surfaces for user and staff workstations

Presentation and City Approval

- Present the approved Design Development plans to City management for review and approval

City Planning Coordination

- Architect will assist the City with processing plans through the City review process, including presentation and approvals by the City staff.
- Ensure the design development addresses the initial comments from the City Planning Department review.
- The design development plans for the Building F and site shall be submitted to the City Planning Department for development review and approval prior to the construction document phase.

Task 4: Construction Documents, Furniture Coordination, and Plan Review

Once preliminary client approval has been reached on the design development documents, the information gained from it will progress into construction documents and permitting.

This includes development and preparation of architectural specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the project. GPa will develop the construction documents package suitable for bidding and construction. GPa will develop the construction document package suitable for public contract advertisement and award and will assist with obtaining required permits review and approval as required by the Building Dept. and local regulatory agencies as required.

Structure, Civil, Mechanical and Plumbing Design/Documentation and Electrical Documentation drawings and specifications based on approved documents, setting forth the engineering construction performance requirements for the Project as required.

- Submit for City review, plans at 65%, and 90% completions phases of the design.
- Submit at all phases of City review draft drawings, and draft specifications
- Submit at all phases of City review, updated design schedule, construction schedule and Statement of Probable Costs
- Workshop review with City at each stage of design
- At 90% Submit plan review to the City Building department including all calculations for plan check review
- Deliver details, plan check architectural drawing and complete construction specifications

Furniture Planning and Coordination

GPa shall provide design and/or recommend selection of furniture as part of the space planning and work with vendors to obtain established public government price agreements. *

GPa has extensive experience and expertise in office planning and interior design and can provide these services. We foresee the coordination of workstations, and general equipment and furniture that correlate to interior design.

- a. Furniture Evaluation, Selection and Implementation
- b. Address employee privacy through modular type furniture systems
- c. Provide conceptual precedents of work space furniture and selected finishes
- d. Review Cost options and alternatives
- e. Define selection criteria and guideline specifications
- f. Develop Detailed Office and Workstation Plans
- g. Review and address potential needs for acoustic and visual screening

*Cost Saving Alternative Options can be proposed and assessed. Consider that furniture selected can be based on a direct competitive non-bid type contract for government projects. Example: California Multiple Award Schedule (CMAS) or OMNIA Quotes. This furniture procurement contract provides significant discounts on furniture systems established for government agencies without the need to go through the competitive bid process.

<http://www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx>

Public Bidding of the furniture systems is not anticipated and is not included as a part of the scope.

Task 5: Plan Check Submittal

Submit plans to City Building Department City Plan Check** Coordination and revisions to attain plan check approval with required jurisdictions and req. authorities.

- GPa will assist with obtaining required permits review and approval as required by the City Building Dept.
 - Includes meetings and Revisions from input from the City after the initial submittal. (Entitlement scope excludes Building Department or Plan check Submittal Fees, City Business License fees (if required) or any other 3rd party fees)
-

Task 6: Construction Documents (100% Completion)

Implement and update corrections from City Building Department approval. All comments from City addressed and incorporated prior to submittal of 100% CD PS&E's.

- Finalize drawings and specifications for architectural and building systems.
- Make City directed plan corrections
- Make final coordination of the bid documents utilizing City standards and front- end documents, as applicable.
- Perform final quality control check
- Update the construction Cost estimate (Statement of Probable Costs) and construction schedule

PART II (Optional Tasks B & C)**Task B: Bidding Assistance**

Provide input for the pre-bid meeting and attend the pre-bid meeting and site visit. Assist in responding to questions raised during the bidding process. Prepare Addenda if required to address bidding questions:

- Attend Pre-Bid conference
- Respond to Bidders questions
- Author addendums in response to bidder questions and/or design changes, as necessary.

Task C: Construction Support

This Task includes assisting the City in the construction support services for the project during the construction process, and through the installation of furnishings, fixtures, and equipment (FF&E). Work scope in this phase includes all that was listed in the RFP and in summary:

Construction Administration Phase:

- Attend Pre-Construction Meeting
- Attend regular project site meeting and conduct inspection visits
- Response to RFI's and review and approve submittals and shop drawings
- Review contractors request for construction change orders including cost estimating. Submit CCO requests to City for considerations
- Review contractor's application for progress payments and recommend status to City
- Complete construction punch list
- Prepare Record documents/ as-built plans as needed and provide to City
- Perform project closeout

End of Approach Stages

City of Moreno Valley Corporate Yard Building F

Preliminary Anticipated Schedule

Project start **November, 2022**

TASKS Anticipated Duration - Completion

TASK 1: Inventory and Analysis 4 weeks- December 2022**
 Coordination with Engineering, and City team to kick off and set up. Review and assess information and feasibility and methodology of design. Geotech investigation.

TASK 2: Schematic Design February 2023**

TASK 3: Design Development

30% Construction Documents (5-week total)
 30 Percent Design Drawings milestone March 2023
 (City review and input period) 2 weeks

TASK 4: Construction Documents, and Specifications

60% Construction Documents (6-week total)
 60 Percent Design Drawings milestone May 2023
 (City review and input period) 2 weeks

90% Construction Documents (**Substantial Completion**)
 95 Percent Design Drawings ready for plan check June 2023
 - City can review and provide input during Plan Check period for supplemental changes

TASK 5: Plan Check Coordination

Anticipated Plan Check Approval* July 2023
 -Includes coordination and Revision with Plan Check

Task 6: 100% Contract Drawings (Bid Set) August 2023

- Plan check and Final City comments implemented into bid set

TASK 5: Bid Award completed Anticipated September 2023

TASK 6: Construction Services Anticipated to begin October 2023- with estimated full completion date of June 2024)

**Consideration of Holidays factored into schedule (Schedule falls within Thanksgiving Breaks, and Christmas Holidays. GPa offices will be closed for the Holidays

Attachment: Agreement with Gillis and Panichapan Architects Inc. (5967 : AUTHORIZATION TO AWARD AN AGREEMENT FOR PROFESSIONAL

Quality Control and Assurance

GPa will work very closely with the City and its stakeholders to define and understand how to meet the City's objectives. This includes providing the appropriate team members for the design, using resources effectively, preparing a design schedule with clear and feasible milestones and deadlines, and offering a fair and competitive design budget. GPa proposes the following design quality control approach to achieve these objectives.

Our design quality control processes include:

- 1) Design Criteria and Programming Validation – GPa, with significant input from the City, will develop clear parameters for what City space needs are and minimum criteria for City's operational functionality and aesthetic preferences (e.g. space needs, departmental adjacencies, minimum square footages as needed, IT, security, sustainability, broader architecture context or civic design standards, etc). GPa will develop the criteria prior to completion of the Schematic Design documents and track and communicate changes through the design phase. GPa recommends scheduling interactive design workshops with Developer and the City early in the Conceptual Design development process to discuss design ideas and operational needs and solicit real-time feedback. Drawings, exhibits, reference designs, and renderings are used optimally and effectively to communicate ideas.
- 2) Design Reviews with City – GPa will prepare Design Control Documents during the design phase for the City and other relevant stakeholders to review for both conformance to the Design Criteria as well as to promote dialogue and input on the design at critical design milestones. Comments from all stakeholders will be collected in a standardized comment form and review periods will have fixed deadlines to meet the proposed schedule. At a minimum, Design Reviews will take place at Conceptual Design (CD), Schematic Design (SD), 65% Construction Documents and 95% Construction Documents design milestones.
- 3) Design Review Comment Resolution – GPa will compile all stakeholder comments to the Design Control Documents in a Design Management Log. The log will identify which party initiated each comment and require the same party to agree to close the comment when it has been addressed. Following completion of each Design Review period, GPa will meet with the City and other review stakeholders to page-turn through the comments and ensure that GPa clearly understands the intent of each comment or request. Where possible, comments will be resolved in real-time during the meeting.
- 4) Internal QA/QC – In between the formal review packages, GPa will perform internal reviews on the design development so as to track and/or correct variances to the Design Criteria and coordinate design output among the various engineering disciplines. This is accomplished by electronic file sharing, face-to-face coordination meetings, and in-house QC reviews prior to submitting each Design Control Document set. GPa also has BIM software to effectively highlight items of needed coordination and refinement.
- 5) Design Deviations – There may be deviations to the Design Criteria that arise throughout the design phase, whether due to comments initiated by the City during the Design Reviews or due to internal design coordination and progression. GPa will track such deviations on the Design Management Log to flag them for review and acceptance by the City, and other relevant stakeholders. It is imperative for all parties to provide timely feedback and approval to maintain the design schedule.
- 6) During Construction – Along with site visits, GPa can perform shop drawing and other contractor submittal reviews to confirm compliance to the Design Control Documents and Design Criteria during construction.

Our Unique Qualifications

With over thirty years of experience working with municipal agencies in the architecture of corporate yards, Water District Facilities, and Fleet Maintenance, our experience covers a wide breadth of needs and perspectives of public works facilities all over the State of California providing us with a great depth of knowledge.

Moreover, our expertise provides fluent and conversant knowledge on Corporate Yard Facilities in particular. Our unique position provides us with the intuition and understanding to relate directly to our clientele and allows us to hone effectively into needed solutions. We can communicate directly with the end user on seeking effective solutions on day-to-day operations. Our direct understanding specialized storage and purchase processing can optimize function, flexibility, and reduce the building footprint resulting in great costs savings for the facility as well as optimal usability.

Jack had worked with intimately with the City of Moreno Valley on the original Needs Assessment from 2009, and he will be the lead on this project again with the background of the holistic needs and dynamics of the facility.

Our philosophy involves having Jack, the principal, work on the project day to day from project initiation up through move-in day. Because there is no interruption in communication with staff transition, we have a high success rate in completing projects within scope, on time, and on budget.

Environmental Sensitivity

Gillis + Panichapan Architects, Inc. believes sustainability is a major cornerstone of our practice. We commit to sustainable practices in every one of the projects we work on whether or not a project seeks formal sustainable certification. Considering cost and schedule, we maximize our projects to contain the greatest number of sustainable features within the design. Our design philosophy encourages passive building conditioning strategies that are a reflection of local climate, site orientation, and environment. We endeavor to specify local materials within 50 miles of the project's location. We trust that sustainability is an optimal approach for cost savings, lower long-term maintenance, and minimizing impact on the site and the environment overall.

Every architect at here GP are LEED accredited and well qualified to guide project towards practical sustainable design solutions or LEED certification. We have achieved LEED certification in a large number of our projects. This includes LEED platinum certification for a new WRD GRIP Project recognized by USGBC in 2020.

Certifications

Disadvantaged Business Enterprise (DBE), California Unified Certification Program

Small Business Enterprise (SBE), Los Angeles County Metropolitan Transportation Authority

Minority Business Entity (MBE), The Supplier Clearinghouse

GPa Statements and RESUMES

APPENDIX

- GPa Statements to the City
- RESUMES
 - Jack Panichapan
 - Kent Klueter
 - Vic Nguyen
 - Cynthia Perez
 - Richard Suzuki DCSE
 - Monita Verma H2S

Attachment: Agreement with Gillis and Panichapan Architects Inc. (5967 : AUTHORIZATION TO AWARD AN AGREEMENT FOR PROFESSIONAL

1. This RFP shall be incorporated in its entirety as a part of the Gillis + Panichapan Architects Inc. (GPa's) Proposal.
2. This RFP and the GPa's Proposal will jointly become part of the Agreement for Professional GPa Services for this project when said Agreement is fully executed by the GPa and the City of Moreno Valley.
3. GPa's Services to be provided, and fees therefore, will be in accordance with the City's RFP except as otherwise specified in the GPa's Proposal under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."
4. GPa has no EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL.
5. We included a statement of qualifications applicable to this project including the names, qualifications and proposed duties of the GPa'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 GPa's staff should become unavailable, the GPa may substitute other staff of at least equal competence only after prior written approval by the City.
6. GPa 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 therefore.
7. A resource allocation matrix is included with the Proposal as a part of the Fee Schedule. The resource allocation matrix lists detailed tasks in rows and the appropriate individual (Job Title Only) as well as the number of hours that these individuals will be working on each task listed, will be included in adjacent columns.
8. GPa acknowledges and understands that the GPa will provide a qualified alternate staff in the event of the primary staff is not able to come to work.
9. All charges for GPa services is a "Not-to-Exceed" fee which includes conservatively estimated reimbursable expenses, as submitted with and made a part of said GPa's Proposal.
10. GPa 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.
11. The hourly rate schedule (which is to be included in the Cost Proposal as required below) is part of the GPa's Proposal for use in invoicing for progress payments and for extra work incurred that is not part of this RFP.

STATEMENTS

12. GPa will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
13. 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.
14. *GPa 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.*
15. GPa 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.
16. GPa 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.
17. GPa 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 GPa, without further acknowledgment by the parties.



Jack Panichapan, AIA, NCARB, LEED® AP
CEO/Principal

Role in the Project:

As the Principal, and Project Director, he is committed to managing incoming documents, coordinating consultants and handling discrepancies to ensure accuracy in the delivery of the project personally for every client.

Experience:

Years of Experience: 28
 Years with GPa: 18

Registration:

Professional Architect, CA,
 29344
 Professional Architect, IL,
 001-018109
 LEED Accredited
 Professional
 CA DSW Volunteer,
 #89402 Cal OES- Safety
 Assessment Program

Education:

M. Arch, 1997,
 Architecture, Iowa State
 University
 B. Arch, 1996,
 Architecture, Iowa State
 University

Professional Affiliations:

American Institute of
 Architects
 National Council of
 Architecture Registration
 Board

- Dedicated to assigned project from initiation through completion.

Experience with the requirement and tasks:

Mr. Panichapan has nearly thirty years of experience, ranging from new buildings, renovation, and interior design, to complete city campus master planning. Throughout his career, he has extensive experience in the needs assessment, site survey and ADA analysis in various type of building, such as municipal, water district, corporate yard, health care facilities, and schools.

Relevant Experience:

- City of Escondido – Need Assessment, Maintenance and Water District Facility
- Mojave Water Agency – Need Assessment, New Agency Headquarters Facility, and Central Operation Center
- Moulton Niguel Water District – Need Assessment on Administration Building
- City of Westminster – Corporate Yard and Police Department, Needs Assessment and Site Planning
- City of San Gabriel – Municipal Yard Facility
- University of California, Irvine, Health – On-Call A/E Services
- Imperial Irrigation District – Needs Assessment on Multiple Department
- City of Fullerton – Public Facilities and CNG Station
- City of Santa Ana – Jerome Center, Tenant Improvement
- City of Santa Ana – Santa Ana, California (Multiple projects including Fire Station and Community Center Remodel)
- City of Oceanside – Pure Water Treatment Facility
- Southern California Edison – On-Call A/E Services
- City of Long Beach – On-Call A/E Services
- Inland Empire Utilities Agency – On-Call A/E Services
- Bellflower Somerset Mutual Water Company – Leahy Avenue Water Well Facility
- City of Anaheim – Linda Vista Reservoir and Pump Station
- City of Riverside – Pyrite Canyon Water Treatment Facility



Kent Klueter, AIA, LEED® AP Project Architect

Role in the Project:

Mr. Klueter is experienced in project coordination and management including developing working drawings, coordinating with engineering consultants, coordinating production of construction documents and building department, administration of the bidding process, ADA compliance, building code requirement, specification, and construction administration.

Experience:

Years of Experience: 30
Years with GPa: 26

Registration:

Professional Architect, CA,
25189
LEED Accredited
Professional

Education:

B. Arch, 1990,
Architecture, California
Polytechnic State
University, San Luis Obispo

Professional Affiliations:

American Institute of
Architects
National Council of
Architecture Registration
Board

- Dedicated to assigned project from initiation through completion.

Experience with the requirement and tasks:

With 30 years of experiences, and 26 years with GPA, Mr. Klueter has been working with varies types of project, such as municipal, water district, police facility, corporate yard, pump station, maintenance facility, civic facilities and training center (dispatch centers and essential facility).

Relevant Experience:

- Mojave Water Agency – Need Assessment, New Agency Headquarters Facility,
- Moulton Niguel Water District – Need Assessment on Administration Building, Moulton Niguel, CA
- University of California, Irvine, Health – On-Call A/E Services
- Southern California Edison – On-Call A/E Services
- City of Long Beach – On-Call A/E Services
- Inland Empire Utilities Agency – On-Call A/E Services
- Water Replenishment District of Southern California – Administration Needs Assessment and Tenant Improvement, Long Beach, CA
- City of Long Beach – Municipal Urban Stormwater Treatment Facility
- Southern California Edison – GO-1 Tenant Improvement
- Mojave Water Agency – Need Assessment, Central Operation Facility, Apple Valley, CA
- Water Replenishment District of Southern California – Administration Needs Assessment and Tenant Improvement, Long Beach, CA
- Water Replenishment District of Southern California – Advanced Water Treatment Facility- GRIP Pico Rivera, CA
- Bellflower Somerset Mutual Water Company – Leahy Avenue Water Well Facility
- City of Anaheim – Linda Vista Reservoir and Pump Station
- City of Riverside – Pyrite Canyon Water Treatment Facility



Vic Nguyen, AIA, LEED® AP
Design Director/Project Manager

Role in the Project:

Mr. Nguyen is responsible for design presentation and quality control. With graphic, 3-D modeling and BIM expertise, he can assure quality project team coordination in every step of the design process. Moreover, he is in charge of project approvals at all stages from planning to building entitlement.

Experience with the requirement and tasks:

Mr. Nguyen has over twenty years of experience, ranging from development of complex mixed use, civic, and transportation oriented projects, to highly detailed interiors of residential, retail, health care, and office environments. He has a wealth of experience working with cities and the community directly to attain consensus for a project design.

Relevant Experience:

- City of Oceanside –Pure Water Treatment Facility
- University of California, Irvine, Health – On-Call A/E Services
- Southern California Edison – On-Call A/E Services
- City of Long Beach – On-Call A/E Services
- Inland Empire Utilities Agency – On-Call A/E Services
- Water Replenishment District of Southern California – Administration Needs Assessment and Tenant Improvement, Long Beach, CA
- City of Long Beach – Municipal Urban Stormwater Treatment Facility
- Southern California Edison – GO-1 Tenant Improvement
- Mojave Water Agency – Need Assessment, New Headquarter Facility, and Central Operation Facility, Apple Valley, CA
- Southern California Edison – Voluntary Seismic and ADA Upgrades
- City of Oceanside – La Salina Pump Station
- Moulton Niguel Water District – Need Assessment on Administration Building, Moulton Niguel, CA
- Bellflower Somerset Mutual Water Company – Leahy Avenue Water Well Facility
- City of Anaheim – Linda Vista Reservoir and Pump Station
- City of Riverside – Pyrite Canyon Water Treatment Facility
- Imperial Irrigation District – Needs Assessment on Multiple Department

Experience:

Years of Experience: 21
 Years with GP: 11

Registration:

Registered Architect, CA,
 C-30250
 LEED Accredited
 Professional

Education:

B. Arch. 2000
 Architecture,
 University of Arizona

Professional Affiliations:

American Institute of
 Architects
 National Council of
 Architecture Registration
 Board
 USGBC Orange County

- Dedicated to assigned project from initiation through completion.



Cynthia Perez
Project Coordinator/Designer

Role in the Project:

Ms. Perez works closely with the Project Architect and Principal with the coordination of team members. She handles product research, color/material for furniture selection, and 3-D renderings. In addition, she is also involved in the coordinating production of construction documents, administration of the bidding process, and construction administration.

Experience with the requirement and tasks:

Ms. Perez has experience working through all project stages process. Moreover, she worked on many types of project, such as municipal, administration office, pump station, maintenance facility, firing range, training facility and corporate yard.

Relevant Experience:

- Mojave Water Agency – Need Assessment, New Agency Headquarters Facility, and Central Operation Center
- Marine Corporation Community Services – Indoor Firing Range
- Yorba Linda Water District – New Administration Facility
- Moulton Niguel Water District – Need Assessment on Administration Building
- City of San Gabriel – Maintenance Facility Yard
- City of Riverside – Pyrite Canyon Water Treatment Facility
- City of Westminster – Corporate Yard, Maintenance Facilities, Police Department, and Boy and Girl Club
- City of Fullerton – Public Facility and CNG Station
- City of Stanton – Municipal Corporate Facility Yard
- City of Barstow – Needs Assessment & Conceptual Design for City Hall Campus
- Palmdale Water District – Master Plan & CMU Wall for District Headquarters Facility
- Water Replenishment District of Southern California – Administration Needs Assessment and Tenant Improvement, Long Beach, CA
- University of California, Irvine, Health – On-Call A/E Services
- University of California, Irvine, Health – Gottschalk Exterior Façade Renovation
- City of Burbank – Master Plan for Corporate Yard

Experience:

Years of Experience: 12
 Years with GPa: 12

Education:

B. Arch., 2006,
 Architecture, University of
 California, Berkeley



Richard Suzuki, P.E., S.E.
Structural Engineer

Experience with the requirement and tasks:

Mr. Suzuki is experienced in all phases of structural engineering and design analysis for different types of structures including mixed-use multi story facility, retail buildings, tilt-up industrial buildings, restaurants, police and fire stations, steel office building and subterranean parking structures. He is involved with the project from the conceptual design all the way through construction by performing site visits during construction as well as the review of various structural submittals.

Experience:

Years of Experience: 22

Registration:

2006, Structural Engineering Certification, CA, S4971
 1992, Registered Professional Engineer, CA, CE-49775

Education:

B Sc. 1987, Civil Engineering, University of California, Irvine

Relevant Experience:

- Mojave Water Agency – New Agency Headquarters Facility–LEED Gold
- Palmdale Water District – Master Plan & CMU Wall for facility
- Water Replenishment District of Southern California – Administration Needs Assessment and Tenant Improvement
- South Coast Water District – Operations Center Facility
- Yorba Linda Water District - New Administration Facility
- Banning Police Department – Banning, CA
- University of California Irvine – Student Housing “Puerta del Sol” and “Camino del Sol” - LEED Gold
- University of La Verne – La Verne, CA
- Jurupa Community Services District – Tenant Improvement
- City of Stanton Maintenance Facility – Stanton, CA
- Town of Yucca Valley – Facilities Master Plan
- City of San Gabriel – Maintenance Facility
- City of Moreno Valley – Facilities Corporate Yard Needs Assessment and Concept Design
- City Maintenance Facility Yard – Santee, CA
- City of Paramount – Progress Park Multipurpose Facility
- City of Paramount – Tenant Improvement
- City of Santa Ana – Santa Ana, California (Multiple projects including Fire Station and Community Center Remodel)



Monita Verma, P.E., LEED AP
Principal Electrical Engineer

Role in the Project:

As the Principal Electrical Engineer, she is committed to managing electrical engineering and design portion of the projects with hands on design work, in-house quality control and coordination between various trades to ensure accuracy in the delivery of every project personally for every client. She is also the point of contact for clients for any electrical trade related questions and clarifications.

Experience:

Years of Experience: 10

Registration:

Professional Engineer, CA,
 E19876
 LEED Accredited
 Professional

Education:

M.E. Electrical
 Engineering, Gujarat
 University (India) 2004
 B.E. Electrical
 Engineering, Sardar Patel
 University (India) 2002
 P.E. Electrical Engineering,
 State of California 2011

Professional Affiliations:

IES (Illuminating
 Engineering society)
 BICSI (Building Industry
 Consulting Service
 International)

Experience with the requirement and tasks:

Monita has more than 10 years of experience of engineering and design of electrical systems for various commercial, healthcare, aviation and retails sectors. Monita Verma, a dedicated and passionate professional, is versatile in electrical design engineering, information technology, and construction administration. Her expertise lies in power system, lighting, low voltage and heavy distribution. Monita is also an exceptional project leader and very experienced with construction cost estimating, specification writing, submittal reviews, bidding and negotiation, and construction administration.

Relevant Experience:

- American Career College – The Arts Bldg (236 E 3rd St, Long Beach, CA): MEP design for remodel of 19,000 SF. Covert space into classrooms, dental lab and office space. Design also included compressed air and vacuum systems in addition to new HVAC and electrical for space.
- Haven Pointe – 9220 Haven Ave, Rancho Cucamonga, CA: MEP design for various tenants occupying total of 18,000 SF space. Individual TI design including HVAC, Plumbing and Electrical based on user needs.
- West Coast University OC Master Restack – 1477 S. Manchester Ave., Anaheim, CA 92802: 1st, 2nd & 3rd Floor TI-Approx. 19,000 SF space remodel for HVAC and Electrical. Designed remodel of existing VAV systems, new lighting and power for new classroom spaces.
- West Coast University: Texas, CA: TI of existing 13,000 SF space to accommodate classrooms, kitchen and classroom labs. HVAC and Electrical remodel design including kitchen grease exhaust for high rise and fan powered VAV boxes.
- Tower Watson: 13,000 SF TI of existing office space to accommodate new tenant. HVAC, power and lighting design for existing office space including high end lighting controls and VAV design.
- USPAR Industrial Plaza – Ontario: Office TI for 9,000 SF to convert warehouse space into office space. Complete MEP remodel of space to including new HVAC, Power, Lighting and Plumbing.

EXHIBIT C**CITY - SERVICES TO BE PROVIDED
TO CONSULTANT**

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

EXHIBIT D

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed \$ 352,485.00 .
2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: http://www.moval.org/do_biz/biz-license.shtml
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 Capital Projects staff at email address: techinfo-capproj@moval.org.

Questions regarding invoices can be directed to (951) 413-3130.
4. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees,

late charges, or other penalties. The ACH Authorization Form is located at:

http://www.moval.org/city_hall/forms.shtml#bf

5. The minimum information required on all invoices is:
 - A. Vendor Name, Mailing Address, and Phone Number
 - B. Invoice Date
 - C. Vendor Invoice Number
 - D. City-provided Reference Number (e.g. Project, Activity)
 - E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
6. The City shall pay the Consultant for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.



Converse Consultants

Geotechnical Engineering, Environmental & Groundwater Science, Inspection & Testing Services

September 8, 2022

Mr. Viet Nguyen, AIA, LEED AP
Project Director
Gillis+Panichapan Architects
2900 Bristol Street, Suite G-205
Costa Mesa, CA 92626

Subject: **PROPOSAL TO PREPARE A GEOTECHNICAL INVESTIGATION REPORT
City of Moreno Valley Corporate Yard Office Building F, Project No. 803 0055**
25180 Santiago Drive
City of Moreno Valley, Riverside County, California
Converse Project No. 22-81-256-00 (01)

Dear Mr. Nguyen:

Converse Consultants (Converse) is pleased to submit this proposal outlining our scope of work and cost estimate to prepare a geotechnical investigation report to assist with the design of the proposed Corporate Yard Office Building F project located at the above referenced address. This proposal is based on the following.

- Review of the Request for Proposals, Professional Architectural and Engineering design Consultant Services for Corporate Yard Office building F, Project No. 803 0055, issued by the City of Moreno Valley, dated August 2022.

PROJECT DESCRIPTION

The project includes the design and construction of a new office building of approximately 6,000 square feet within the City of Moreno Valley (City's) Corporate Yard property. The proposed building is designed to meet the City's near-term needs as recommended by the Corporate Yard Space Needs Analysis approved by the City Council. The proposed building is a modified version of Building F as shown in the Conceptual Design Study and Phasing Plan of the Corporate Yard, which is to be on the west side of the existing Administration Building (Building A).

SCOPE OF SERVICES

Our scope of work will include the following tasks.

Task 1: Project Set-up

As part of the project set-up, our staff will conduct the following.

- Prepare and submit a "Geotechnical Exploration Plan" for your review and approval.
- Conduct a site reconnaissance and stake/mark the exploration locations so drill/CPT rig access to all the locations is available.
- Notify Underground Service Alert (USA) at least 48 hours prior to drilling to clear the boring locations of any conflict with existing underground utilities. **Since the site has active underground utilities, a representative from the City must clear the boring locations from conflict with existing underground utilities. Converse will not be responsible if any unmarked utility is damaged.**

- Engage a drilling rig to drill the borings.

Task 2: Subsurface Exploration

Our subsurface exploration will consist of drilling exploratory boring. The purpose of the borings will be to:

- Obtain subsurface information from the site.
- Collect undisturbed and bulk samples of the various soil types for laboratory testing.

We propose the following field exploration plan.

Location	Number of Borings/Depth
Proposed Building F	1/50', 1/20'
West of Proposed Building F (for Percolation Test)	1/10'
TOTAL	3/80'

If refusal is encountered at a shallower depth than planned, the borings will be terminated at that depth. The borings will be drilled with a truck mounted rig (CME 75 or equivalent) equipped with 8-inch diameter hollow stem augers for soils sampling. Soils will be continuously logged and classified by the geologist/engineer in the field by visual examination in accordance with the Unified Soil Classification System.

Undisturbed ring samples of the subsurface materials will be obtained at five-foot intervals, at changes in soil profiles, or where unusual conditions are encountered. The relatively undisturbed ring samples will be obtained using a Modified California Sampler (2.4-inch inside diameter and 3.0-inch outside diameter) lined with thin-walled sample rings. The sampler will be driven into the bottom of the borehole with successive drops of a 140-pound hammer falling 30 inches. The number of successive drops of the driving weight ("blows") required for each six inches of penetration will be shown on the boring log. The soil will be retained in brass rings (2.4 inches in diameter and 1.0 inch in height) and carefully sealed in waterproof plastic containers for shipment to the laboratory. Bulk samples of representative soil types will be collected in plastic bags. Groundwater levels, where encountered in the borings, will be recorded.

Standard Penetration Test (SPT) will be conducted in the 50.0 feet deep borings starting at 20.0 feet below existing ground surface in accordance with ASTM D3550. Drive samples will be obtained using a 2.0-inch outside diameter and 1.375-inch inside diameter split-spoon sampler at each sampling interval, the drive samplers will be fitted onto a sampling rod, lowered to the bottom of the boring, and driven 18 inches or to refusal (50 blows per 6 inches) with a 140-pound free-falling hammer from a height of 30 inches using an energy-calibrated hammer delivery system.

The soils recovered from the SPT sampling will be stored in sealed plastic bags to preserve the natural moisture content. Groundwater levels, where encountered in the borings, will be recorded.

The borings will be backfilled with soil cuttings and compacted by pushing down with augers. As a result, the surface may settle over time. If construction is delayed, we recommend the owner monitor the boring site and backfill any settlement or depression that might occur or provide

protection around the area of the boring locations to prevent trip and fall injuries from occurring near the area of any potential settlement.

Task 3: Percolation Testing

As requested, we will perform one percolation testing in the drilled 10-foot boring. The test will be performed in accordance with the guidelines provided in the Riverside County – Low Impact Development BMP Design Handbook.

Task 4: Laboratory Testing

The laboratory testing program will depend upon the type of soils encountered during our substrate exploration and the quality of samples obtained. Laboratory tests will include, but may not be limited to, the following.

- In-place moisture and density.
- Collapse.
- Soils corrosivity.
- Expansion index.
- Sieve analysis.
- Laboratory maximum density.
- Consolidation.
- Direct shear.

Task 5: Engineering Analyses and Geotechnical Report Preparation

Data obtained from the exploratory borings and the laboratory testing program will be evaluated to prepare a report, which will include the following.

- Introduction.
- Site and project description.
- Discussion of the field procedures used in the investigation.
- A discussion of the materials encountered in the borings and their measured engineering properties.
- Logs of the exploratory borings summarizing the subsurface conditions encountered, results of laboratory testing, and a plan indicating the locations of the explorations and elevation.
- Depth to groundwater (if encountered) and its impact on the proposed development.
- A discussion of site-specific geologic hazards, including faulting and seismicity.
- Seismic parameters for structural design in accordance with the 2019 CBC Code.
- Discussion on the secondary effects of earthquakes.
- Discussion on the laboratory test results including soil corrosivity.
- Suitability of using on-site material for engineered fill including cut/fill recommendation.
- Remedial grading and earthwork recommendation.
- Excavatability of site soils.
- Soil allowable bearing capacity for shallow foundation design.
- Lateral earth pressures.
- Slab design and construction recommendations.
- Discussion on the percolation test results.



COST ESTIMATE

Our consulting services will be provided in accordance with our current *Schedule of Fees* and *General Conditions*, copies of which are attached and form a part of this proposal. Our cost breakdown is presented in the table below.

Task No. and Description	Cost
Task 1: Project Set-up	\$2,020.00
Task 2: Subsurface Exploration	\$1,120.00
Task 3: Percolation Testing	\$560.00
Task 4: Laboratory Testing	\$2,840.00
Task 5: Engineering Analyses & Geotechnical Report Preparation	\$8,240.00
Drill Rig Services (Prevailing Wage, 2R Quote #7786)	\$3,450.00
Total Cost	\$18,230.00

Our scopes of work and fee estimates are based on the following assumptions.

- A no-fee permit will be provided to us, if needed.
- Access to all field exploration locations will be available at no additional cost to us.
- Level D Protection will be required during drilling.
- All excess soil cuttings will be spread on site.
- Fieldwork will be done in one mobilization during normal weekday working hours.
- Traffic control will not be required during field exploration.
- A draft and final GIR will be submitted.
- We understand only the driller's work is subject to prevailing wage as defined in Labor Code Sections 1770-1780.

The cost estimates and scopes of services presented herein do not include testing services during construction. We will submit our invoices on a monthly basis in accordance with the attached *Schedule of Fees* and *General Conditions*.

PROPOSED SCHEDULE/DELIVERABLES

We will commence our scope of work within one week after notice to proceed, weather permitting and depending on drill rig availability. One day will be required to complete the field investigation.

One electronic PDF copy of the report will be prepared within 6 weeks after completion of fieldwork. The report will be signed and stamped by an engineering geologist and a geotechnical engineer.

CLOSURE

During the course of this work, we will carry insurance as required by the contract. Our findings and recommendations will be prepared in accordance with generally accepted professional engineering and engineering geological principles and practice in this area of Southern California. Unless we hear differently, we will assume that these conditions are acceptable to you.

Proposal to Prepare a Geotechnical Investigation Report
 City of Moreno Valley Corporate Yard Office Building F, Project No. 803 0055
 City of Moreno Valley, Riverside County, California
 September 8, 2022
 Page 5

This proposal will expire 60 days from its issuance, if not accepted in that time. Our billing rates are reviewed at the beginning of each year and are subject to adjustment.

Please sign 2 copies of the Authorization and Agreement Block at the end of this proposal. Retain one copy of this proposal for your files and return one signed copy to this office to formally authorize our services.

Special billing instructions, including backup documentation requirements, should be mutually agreed upon and indicated in the authorization. Subsequent additions or changes should be likewise mutually agreed upon and submitted in writing with appropriate authorization.

If you should have any questions, or if we can provide any additional assistance, please call the undersigned at 909-474-2847. We thank you for the opportunity to assist on this important project.

CONVERSE CONSULTANTS



Hashmi Quazi, PhD, PE, GE
 Principal Engineer/Regional Manager

Encl: *Schedule of Fees and General Conditions*
 Dist: 1/Addressee (e-mail)
 HSQ/kvg





135 N. SAN GABRIEL BLVD. #102
 SAN GABRIEL, CA 91775
 TEL: (626) 570-1918
 Email: John@Tritechengineer.com

Date: 09/07/2022

PROPOSAL FOR PROFESSIONAL SERVICES

CLIENT: Viet Nguyen, AIA, LEED AP
 Design Director
 Gillis + Panichapan Architects, Inc.
 Office: 714.668.4260 Direct: 714-668-4263
 Email: vnguyen@gparchitects.org

Re: Moreno Valley Corporate Yard @
 25180 Santiago Drive., Moreno Valley, CA 92551
 APN# 486-170-019, 033

SCOPE OF WORK:

1. 1. Topographic Survey using city's Bench Mark for the new proposed building area and the newly built Phase I building and parking areas, also including the areas for the storm water basins to the west and north of the Phase I building. Including 1' contour lines and spot elevations throughout the lot as well as street elevations along the street frontage, existing building footprints and finish floor elevations, existing parking and walkways around the existing building, existing landscaping and curbs within the parking lot...\$10,000.00
2. Preparation Final Grading and Drainage Plan in accordance with City's grading requirements for the County's review and approval including proposed and existing topography; finish surface, finish grade, flow lines, drainage devices, including grading and drainage for parking, coordinate with Architectural and Landscape design with grading and drainage design...\$10,000.00
3. Preparation of the Erosion Sediment Control Plan and confirm with NPDES standards and incorporate the appropriate Best Management Practices (BMP's)...\$1,000.00
4. Preparation of the Final Hydrology and Hydraulic calculation to study existing and proposed site hydrology and hydraulic calculations to design the size of all drainage devices...\$5,000.00
5. Preparation of the Preliminary Water Quality Mitigation Plan(Pre-WQMP) specifying post-construction water quality Best Management Practices (BMPs). for storm water mitigation. This report is for the City Planning's review and approval...\$5,000.00

Not Including: Any Survey Monuments or Construction Staking; Structural Design or Calculations; Soils Report; Landscaping Design; any fee for city and county; any blueprint or copies; mailing or delivery.
Note: Client needs to provide Topographic Survey in Auto CAD format.

*All proposals are valid for three(3) month from the date of issuance.

*By signing this contract, client agrees to the attached Exhibit A conditions.

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: Michael Lloyd, Public Works Director/City Engineer

AGENDA DATE: October 18, 2022

TITLE: APPROVE THE 2023 ANNUAL SYSTEM RESOURCE ADEQUACY PLAN FOR MORENO VALLEY UTILITY

RECOMMENDED ACTION

Recommendations:

1. Approve the Annual System Resource Adequacy Plan (Plan) for calendar year 2023 and authorize the City Manager to make minor adjustments to the Plan as necessary to meet State requirements; and
2. Authorize the filing of the 2023 Annual System Resource Adequacy Plan with the California Independent System Operator (CAISO) in compliance with Section 40 of its tariff.

SUMMARY

This report recommends that the City Council approve the Moreno Valley Utility (MVU) Annual Resource Adequacy Plan (Plan) for calendar year 2023. The Plan represents the amount of capacity needed to not only meet the requirement of the California Independent System Operator (CAISO), but also projected electricity requirements (including a reserve) of MVU customers.

DISCUSSION

The CAISO is the agency responsible for the reliable operation of the electric transmission system in California. Section 40 of the CAISO tariff governs the Resource Adequacy program requirements for load serving entities (such as MVU) participating in the CAISO markets. Section 40 requires utilities to have a plan in place ensuring that utilities will have enough capacity available to meet customer demands for electricity. An annual report showing the utilities' purchases of adequate capacity, known as Resource Adequacy (RA), is to be approved by their governing boards and submitted to

the CAISO by October 31st of each year for the following calendar year.

The capacity requirement is calculated based upon a percentage of the utility's monthly forecasted peak demand. The capacity requirement needed to comply with the CAISO tariff for 2023 is set at 115% of MVU's forecasted monthly peak demand.

MVU has secured capacity through existing contracts to meet some of the RA requirement under the CAISO tariff. As in 2021 and 2022, multiple statewide energy issues such as the drought and delays in permitting of new capacity resources continue to plague the supply of available generating units that can provide RA. The Governor highlighted a "reduction of 1,000 megawatts of capacity" and an energy shortage of "up to 3,500 megawatts" in his July 30, 2021 Emergency Proclamation. The CAISO sought to procure additional resources for this summer, but sufficient resources were not available to alleviate projected shortages. These shortages are anticipated to continue through calendar year 2024 at a minimum.

Throughout the year, MVU will continue to seek RA arrangements that are reasonable and consistent with MVU policies. In the event there is no available supply of RA, MVU will rely on the CAISO to supply its RA needs while exploring strategies such as investment in the installation of utility scale energy storage resources to reduce reliance on the CAISO and RA market for the purchase of capacity.

Staff recommends that the City Council approve the draft Annual Plan as presented to meet the October 31st State deadline. Final supply plans from existing suppliers detailing expected capacity for the year have not yet been finalized as they complete calculations of net qualifying capacity for calendar year 2023. As such, staff is seeking Council authorization for the City Manager to make minor adjustments to the Plan, should they be needed, prior to submittal to the CAISO.

ALTERNATIVES

1. Approve the 2023 Annual Resource Adequacy Plan as described above for Moreno Valley Utility. *Staff recommends this alternative as the Plan will keep Moreno Valley Utility in compliance with CAISO requirements.*
2. Do not approve the 2023 Annual Resource Adequacy Plan for Moreno Valley Utility. *Staff does not recommend this alternative as MVU will not have a calendar year 2023 Annual Plan in place to comply with the CAISO Reliability Requirement Tariff.*

FISCAL IMPACT

There is no fiscal impact to submit the Annual Resource Adequacy Plan for calendar year 2023.

NOTIFICATION

Publication of the Agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Jeannette Olko
Electric Utility Division Manager

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

CITY COUNCIL GOALS

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

CITY COUNCIL STRATEGIC PRIORITIES

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

Objective 4.1: Develop a Moreno Valley Utility Strategic Plan to prepare for the 2022 expiration of the ENCO Utility Systems agreement.

ATTACHMENTS

To view large attachments, please click your “bookmarks”



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

- 1. MVU 2023 RA Plan

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	10/10/22 7:48 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	10/10/22 1:49 PM



Report Type:	Annual	(Monthly/ Annual)
Report Date:	1/1/2023	(MM/DD/YYYY)
Name of Load Serving Entity (LSE):	Moreno Valley Utility	(Text Field)
Scheduling Coordinator (SCID):	LSEMV	(AAAA)

Person who prepared this RA Plan (Name):	Jeannette Olko	(Text Field)
Title:	Electric Utility Division Manager	(Text Field)

Primary Contact

Name:	Jeannette Olko	(Text Field)
Title:	Electric Utility Division Manager	(Text Field)
Address:	14331 Frederick St., Suite 2	(Text Field)
Address 2:		(Optional, Text Field)
City:	Moreno Valley	(Text Field)
State:	CA	(Text Field)
Zip:	92552	(Numeric)
Telephone:	951-413-3502	(Numeric)
Email:	jeannetteo@moval.org	(Text Field)

Back-Up Contact

Name:	Dean Ayer	(Text Field)
Title:	Management Analyst	(Text Field)
Telephone:	951-413-3514	(Numeric)
Email:	deana@moval.org	(Text Field)

Attachment: MVU 2023 RA Plan (5951 : APPROVE THE 2023 ANNUAL SYSTEM RA PLAN FOR MVU)

Resource ID in CAISO Master File	Local RA Capacity (MW 00.00 No Rounding)	System RA Capacity (MW 00.00 No Rounding)	Flexible RA Capacity (MW 00.00 No Rounding)	Flex Category	RA Capacity Effective Start Date (mm/dd/yyyy)	RA Capacity Effective End Date (mm/dd/yyyy)
ASTORA_2_SOLAR2		0.08			1/1/2023	1/31/2023
ASTORA_2_SOLAR2		0.06			2/1/2023	2/28/2023
ASTORA_2_SOLAR2		0.36			3/1/2023	3/31/2023
ASTORA_2_SOLAR2		0.3			4/1/2023	4/30/2023
ASTORA_2_SOLAR2		0.32			5/1/2023	5/31/2023
ASTORA_2_SOLAR2		0.62			6/1/2023	6/30/2023
ASTORA_2_SOLAR2		0.78			7/1/2023	7/31/2023
ASTORA_2_SOLAR2		0.54			8/1/2023	8/31/2023
ASTORA_2_SOLAR2		0.28			9/1/2023	9/30/2023
ASTORA_2_SOLAR2		0.04			10/1/2023	10/31/2023
ASTORA_2_SOLAR2		0.04			11/1/2023	11/30/2023
BGSKYN_2_ASSR3A		0.6			1/1/2023	1/31/2023
BGSKYN_2_ASSR3A		0.45			2/1/2023	2/28/2023
BGSKYN_2_ASSR3A		2.7			3/1/2023	3/31/2023
BGSKYN_2_ASSR3A		2.25			4/1/2023	4/30/2023
BGSKYN_2_ASSR3A		2.4			5/1/2023	5/31/2023
BGSKYN_2_ASSR3A		4.65			6/1/2023	6/30/2023
BGSKYN_2_ASSR3A		5.85			7/1/2023	7/31/2023
BGSKYN_2_ASSR3A		4.05			8/1/2023	8/31/2023
BGSKYN_2_ASSR3A		2.1			9/1/2023	9/30/2023
BGSKYN_2_ASSR3A		0.3			10/1/2023	10/31/2023
BGSKYN_2_ASSR3A		0.3			11/1/2023	11/30/2023

Attachment: MVU 2023 RA Plan (5951 : APPROVE THE 2023 ANNUAL SYSTEM RA PLAN FOR MVU)



Report to City Council

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

FROM: Brian Mohan, Assistant City Manager

AGENDA DATE: October 18, 2022

TITLE: PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN PARCELS INTO COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) - AMENDMENT NOS. 36, 37, 47 AND 48 (RESO. NOS. CSD 2022-__, CSD 2022- __, CSD 2022-__ & CSD 2022-__)

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. 36) (Elizabeth Lora and Rodolfo Plazarazo, located at 25440 Alpha 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. 37) (Hector Bracamontes and Delia Cristina Vargas, located at 22478 Cobble Creek Dr.).
3. 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. 47) (JSAMJ, Inc., located at 22824 Chambray Dr.).

4. 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. 48) (Jeremiah S. Jones and 12092 Coachman Land Trust, located at 12094 Coachman Ln.).

SUMMARY

Adoption of the resolutions (Attachments 1-4) will certify the annexation of 5 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.

Property Owner Project ACP Record #s	Amendment No.	APNs	Location
Elizabeth Lora and Rodolfo Plazarazo Accessory Dwelling Unit (ADU) SCP22-0056	36	474-084-029	25440 Alpha St.
Hector Bracamontes and Delia Cristina Vargas Accessory Dwelling Unit (ADU) SCP22-0057	37	260-251-015	22474 Cobble Creek Dr.
JSAMJ, Inc. Accessory Dwelling Unit (ADU) SCP22-0055	47	291-344-043	22824 Chambray Dr.
Jeremiah S. Jones and 12092 Coachman Land Trust Accessory Dwelling Unit (ADU) SCP22-0054	48	291-331-003	12094 Coachman Ln.

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(s) 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 1-4) 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 5-8) 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 9-12).

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.

Property Owner Project ACP Record #s	Amendment No.	Property Type	FY 2022/23 Maximum Special Tax Rate
Elizabeth Lora and Rodolfo Plazarazo Accessory Dwelling Unit (ADU) SCP22-0056	36	Single-Family	\$308.39 per unit
Hector Bracamontes and Delia Cristina Vargas Accessory Dwelling Unit (ADU) SCP22-0057	37	Single-Family	\$308.39 per unit
JSAMJ, Inc. Accessory Dwelling Unit (ADU) SCP22-0055	47	Single-Family	\$308.39 per unit
Jeremiah S. Jones and 12092 Coachman Land Trust Accessory Dwelling Unit (ADU) SCP22-0054	48	Single-Family	\$308.39 per unit

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 originally emailed to the Property Owners on August 4th, 26th and on September 8th 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. 36
2. Resolution Ordering Annexation - Amendment No. 37
3. Resolution Ordering Annexation - Amendment No. 47
4. Resolution Ordering Annexation - Amendment No. 48
5. Boundary Map - Amendment No. 36
6. Boundary Map - Amendment No. 37
7. Boundary Map - Amendment No. 47
8. Boundary Map - Amendment No. 48
9. Certificate of Election Official - Amendment No. 36
10. Certificate of Election Official - Amendment No. 37
11. Certificate of Election Official - Amendment No. 47
12. Certificate of Election Official - Amendment No. 48

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	10/11/22 4:13 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	10/12/22 8:35 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. 36 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 is 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: October 18, 2022

Attachment: Resolution Ordering Annexation - Amendment No. 36 (5969 : 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: October 18, 2022

APPROVED AND ADOPTED this 18th day of October, 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: October 18, 2022

Attachment: Resolution Ordering Annexation - Amendment No. 36 (5969 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

RESOLUTION JURAT

I, Jane Halstead, 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 for the Moreno Valley Community Services District at a regular meeting held on the 18th day of October, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

SECRETARY

(SEAL)

Resolution No. CSD 2022-____
Date Adopted: October 18, 2022

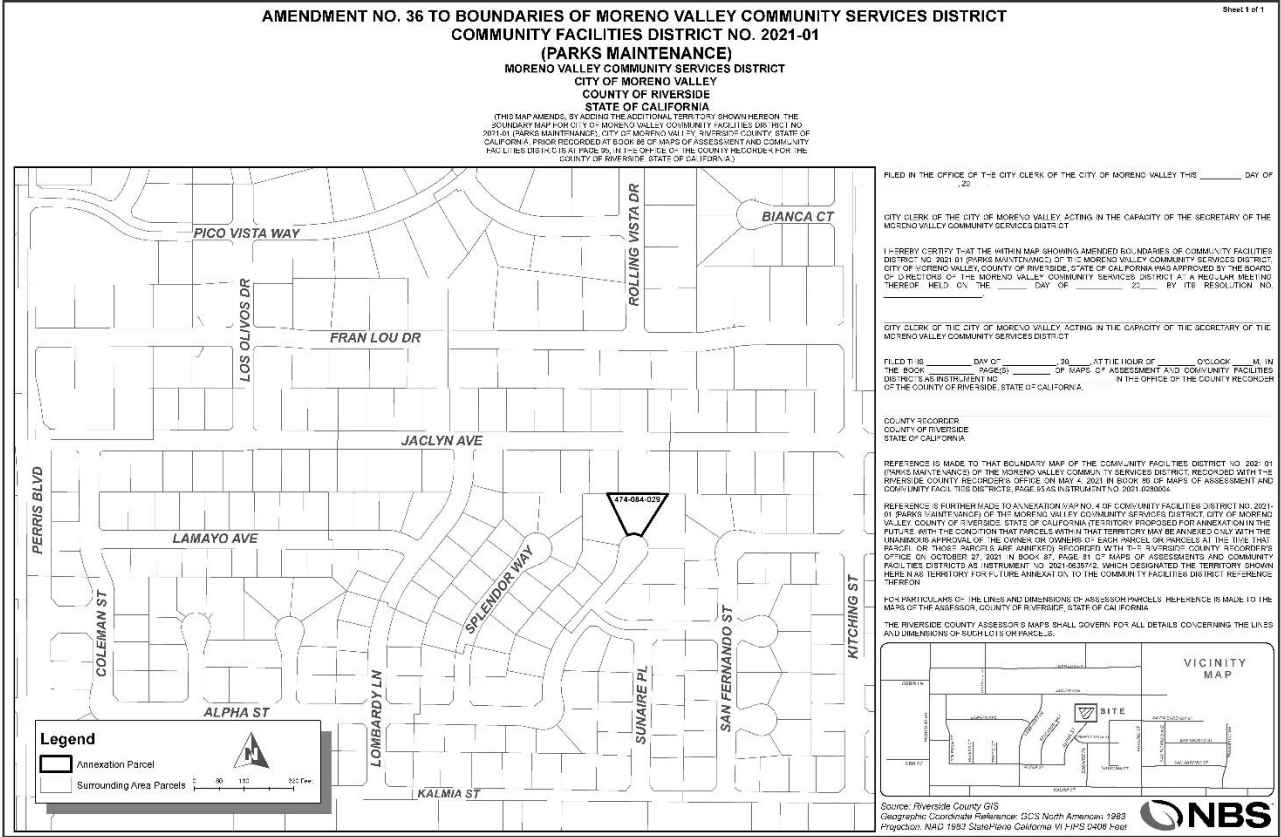
EXHIBIT A

List of Annexation Parcel(s)	
Amendment Map No.	Assessor's Parcel Number
36	474-084-029

Attachment: Resolution Ordering Annexation - Amendment No. 36 (5969 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

Resolution No. CSD 2022-5
Date Adopted: October 18, 2022

EXHIBIT B



Attachment: Resolution Ordering Annexation - Amendment No. 36 (5969) : 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. 37 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 is 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: October 18, 2022

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: October 18, 2022

APPROVED AND ADOPTED this 18th day of October, 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: October 18, 2022

Attachment: Resolution Ordering Annexation - Amendment No. 37 (5969 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

RESOLUTION JURAT

I, Jane Halstead, 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 for the Moreno Valley Community Services District at a regular meeting held on the 18th day of October, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

SECRETARY

(SEAL)

Resolution No. CSD 2022-____
Date Adopted: October 18, 2022

EXHIBIT A

List of Annexation Parcel(s)	
Amendment Map No.	Assessor's Parcel Number
37	260-251-015

Attachment: Resolution Ordering Annexation - Amendment No. 37 (5969 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

Resolution No. CSD 2022-5
Date Adopted: October 18, 2022

EXHIBIT B

**AMENDMENT NO. 37 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
STATE OF CALIFORNIA**

STATE OF CALIFORNIA
CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WHICH WAS APPROVED BY THE BOARD OF SUPERVISORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, AT A REGULAR MEETING THEREOF HELD ON THE _____ DAY OF _____, 20____, BY ITS RESOLUTION NO. _____)

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

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 SUPERVISORS 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 _____ IN THE ROOM _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS 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 98 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 98A5 (INSTRUMENT NO. 2021-028804).

REFERENCE IS FURTHER MADE TO ANDEXA ON 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 COMMISSIONERS 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 21, 2021 IN BOOK 12 PAGE 21 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2021-003742 WHICH DESIGNATED THE TERRITORY SHOWN HEREON AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCED 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: ICS North American 1983
Projection: NAD 1983 StatePlane California VI FIPS 5405 Feet

NBS

Attachment: Resolution Ordering Annexation - Amendment No. 37 (5969 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

6
Resolution No. CSD 2022-
Date Adopted: October 18, 2022

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. 47 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 is 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: October 18, 2022

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.

APPROVED AND ADOPTED this 18th day of October, 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: October 18, 2022

Attachment: Resolution Ordering Annexation - Amendment No. 47 (5969 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

RESOLUTION JURAT

I, Jane Halstead, 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 for the Moreno Valley Community Services District at a regular meeting held on the 18th day of October, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

SECRETARY

(SEAL)

Resolution No. CSD 2022-____
Date Adopted: October 18, 2022

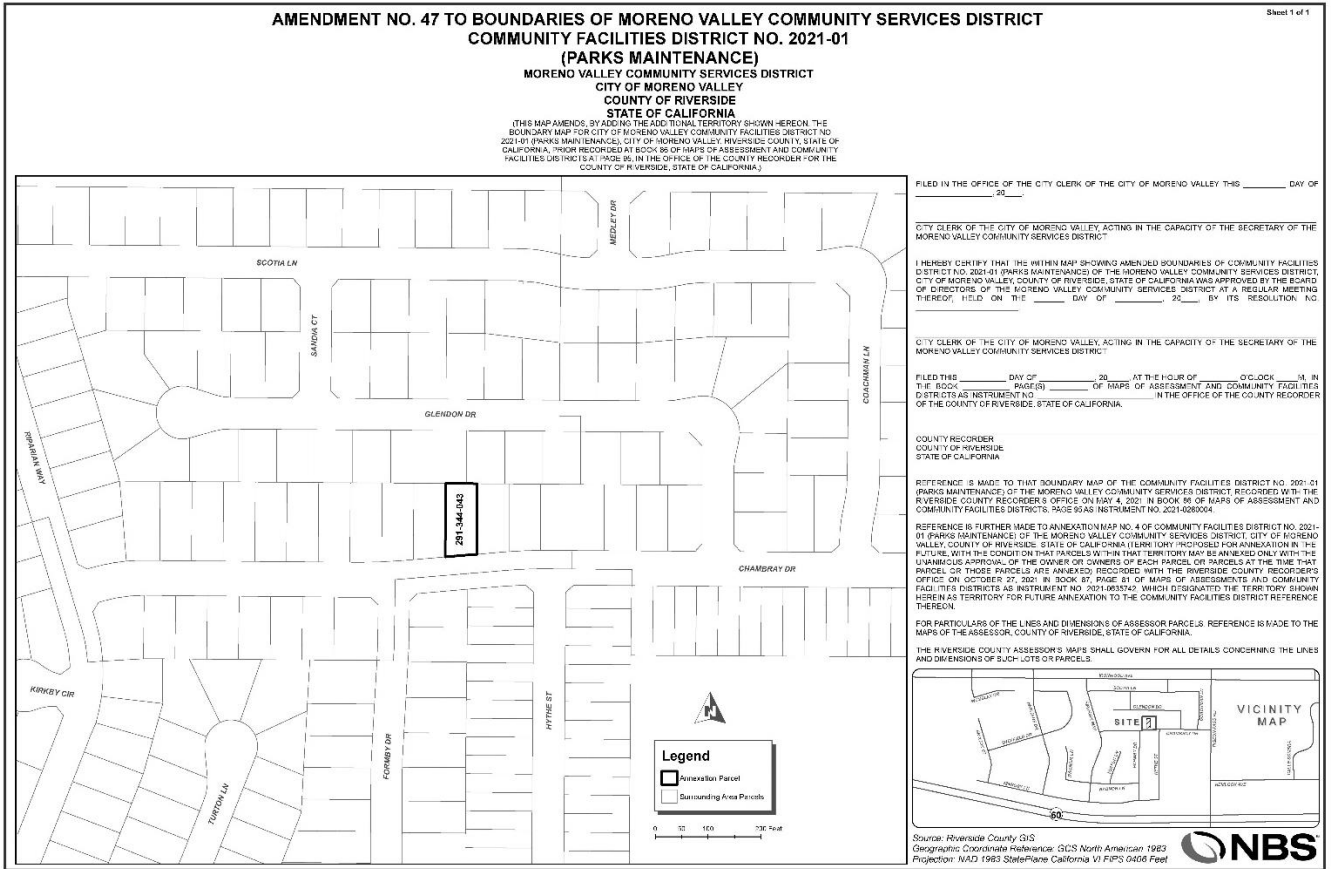
EXHIBIT A

List of Annexation Parcel(s)	
Amendment Map No.	Assessor's Parcel Number
47	291-344-043

Attachment: Resolution Ordering Annexation - Amendment No. 47 (5969 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

Resolution No. CSD 2022-5
Date Adopted: October 18, 2022

EXHIBIT B



Attachment: Resolution Ordering Annexation - Amendment No. 47 (5969) : 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. 48 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 is 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: October 18, 2022

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.

APPROVED AND ADOPTED this 18th day of October, 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: October 18, 2022

Attachment: Resolution Ordering Annexation - Amendment No. 48 (5969 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

RESOLUTION JURAT

I, Jane Halstead, 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 for the Moreno Valley Community Services District at a regular meeting held on the 18th day of October, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

SECRETARY

(SEAL)

Resolution No. CSD 2022-____
Date Adopted: October 18, 2022

EXHIBIT A

List of Annexation Parcel(s)	
Amendment Map No.	Assessor's Parcel Number
48	291-331-003

Attachment: Resolution Ordering Annexation - Amendment No. 48 (5969 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

Resolution No. CSD 2022-5
Date Adopted: October 18, 2022

EXHIBIT B

**AMENDMENT NO. 48 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, FIRST RECORDED AT BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 88, 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 WITH-IN 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 88 AS INSTRUMENT NO. 2021-020004.

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 31 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2021-025742, 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 EACH LOT OR PARCELS.

Legend

- Annotated Parcel
- Outstanding Area Parcels

0 45 90 135 Feet

VICINITY MAP

Source: Riverside County GIS
Geographic Coordinate Reference: GCS North American 1983
Projection: NAD 1983 StatePlane California VI FIPS 5005 Feet

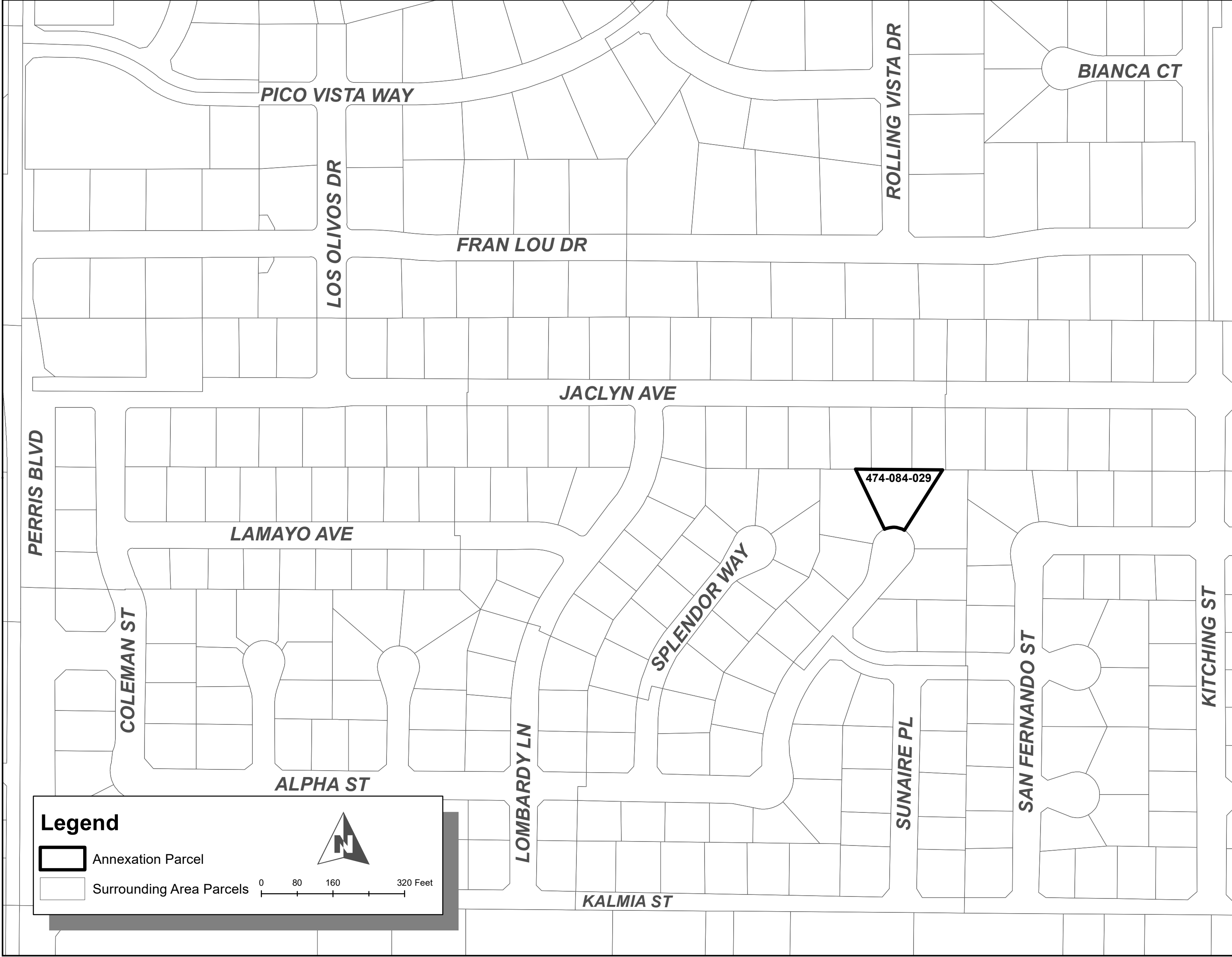
Attachment: Resolution Ordering Annexation - Amendment No. 48 (5969) : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

6
Resolution No. CSD 2022-
Date Adopted: October 18, 2022

AMENDMENT NO. 36 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.)



Legend

- Annexation Parcel
- Surrounding Area Parcels

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.

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



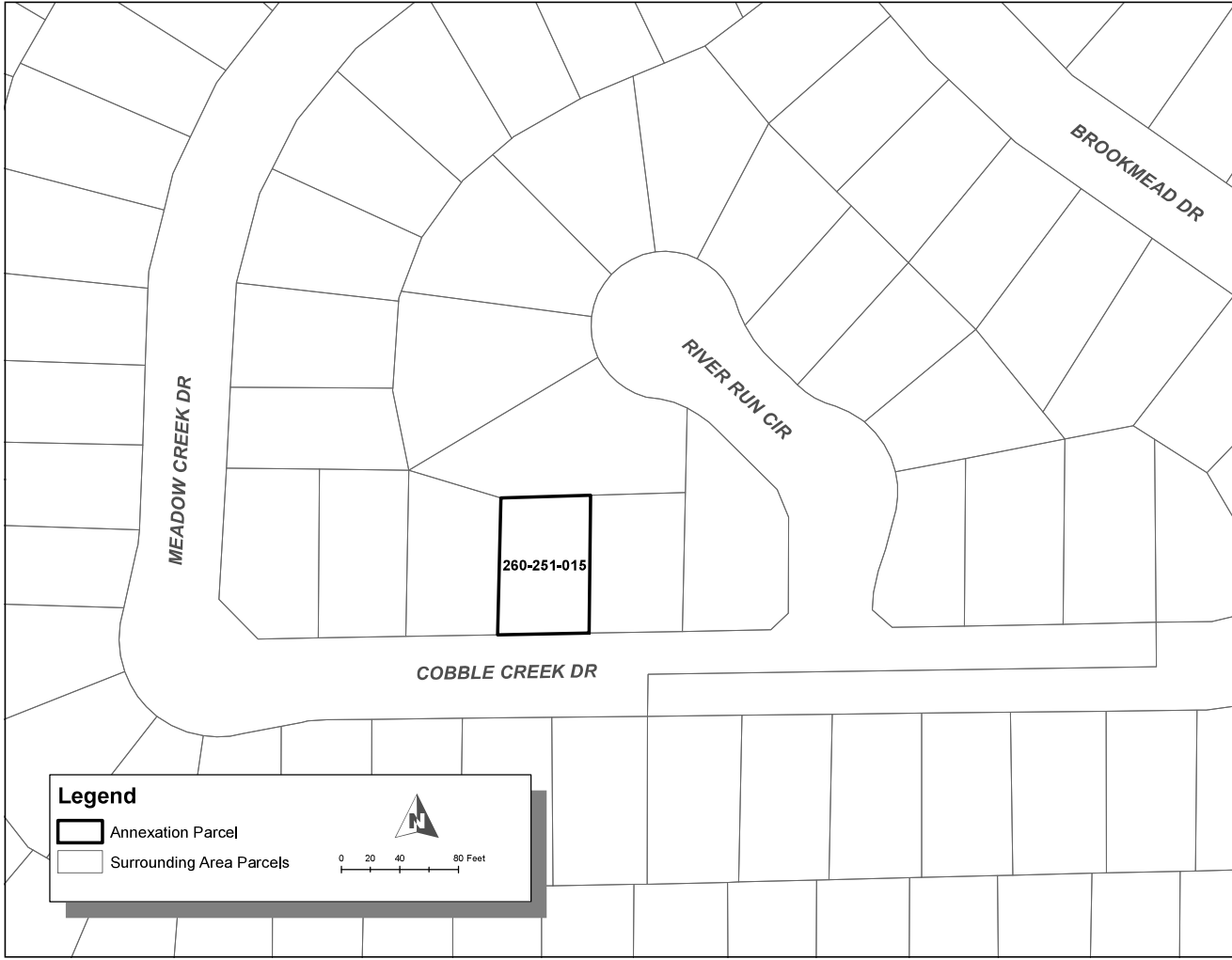
Attachment: Boundary Map - Amendment No. 36 (5969) - PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN PARCELS INTO COMMUNITY FACILITIES DISTRICT NO. 2021-01

AMENDMENT NO. 37 TO BOUNDARIES OF MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 2021-01
(PARKS MAINTENANCE)

Sheet 1 of 1

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.

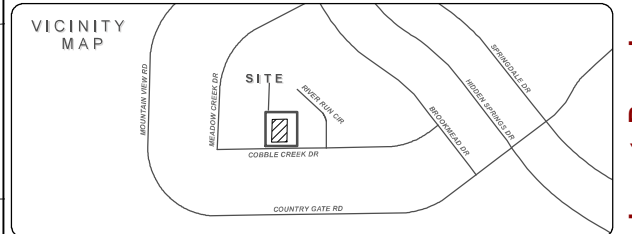
COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

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.

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
[Thick black border] Annexation Parcel
[Thin black border] Surrounding Area Parcels

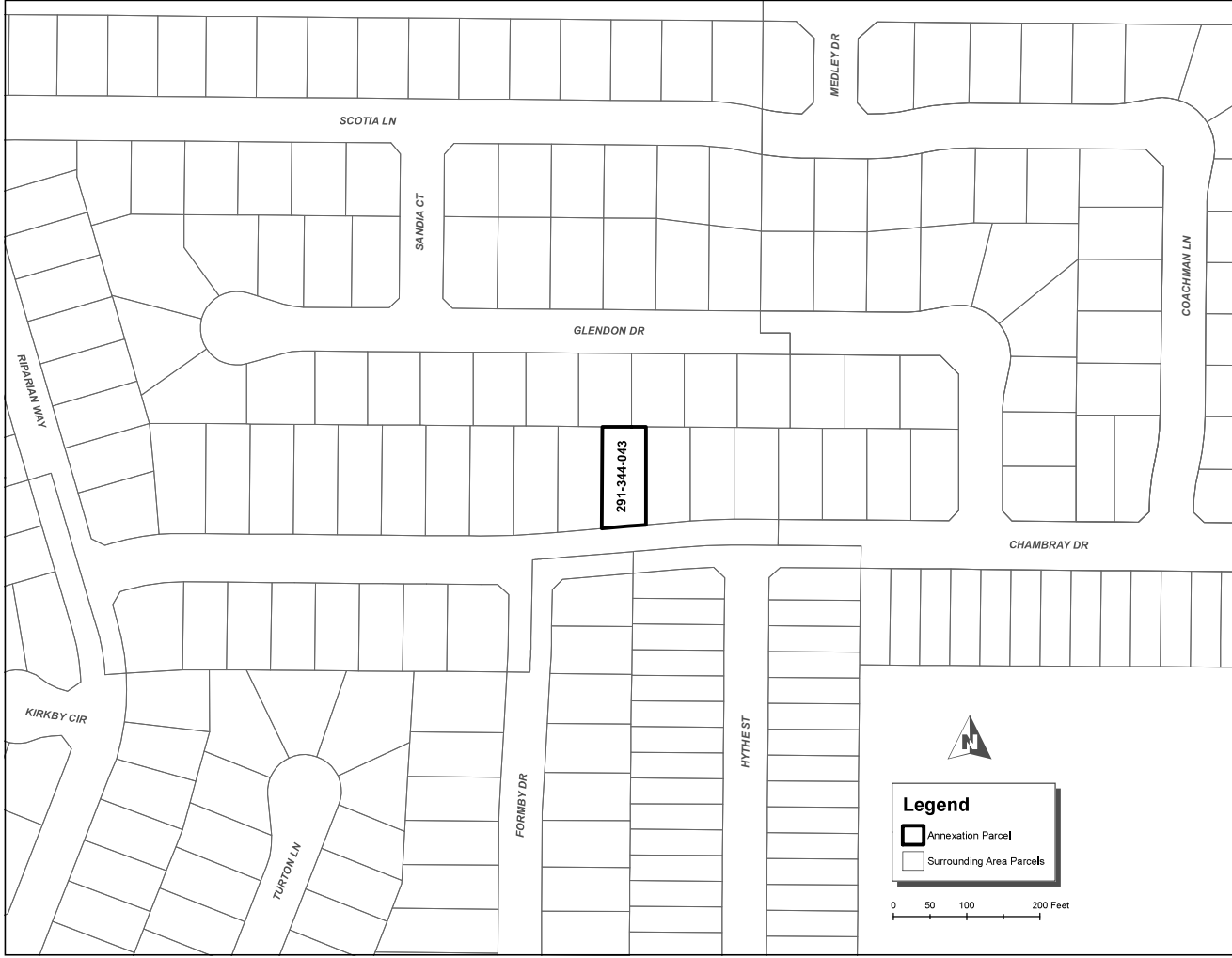
Attachment: Boundary Map - Amendment No. 37 (5969) : PURSUANT TO LANDOWNER PETITIONS,

AMENDMENT NO. 47 TO BOUNDARIES OF MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 2021-01
(PARKS MAINTENANCE)

Sheet 1 of 1

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.

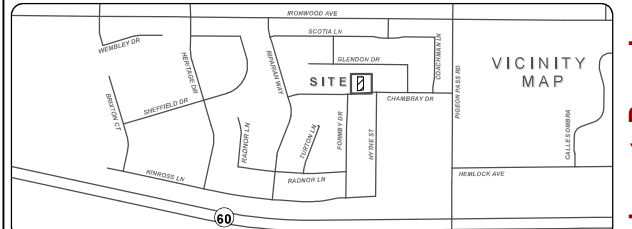
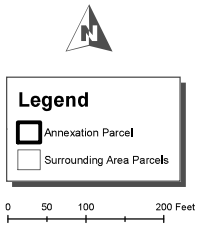
COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

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.

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



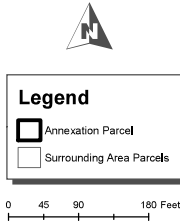
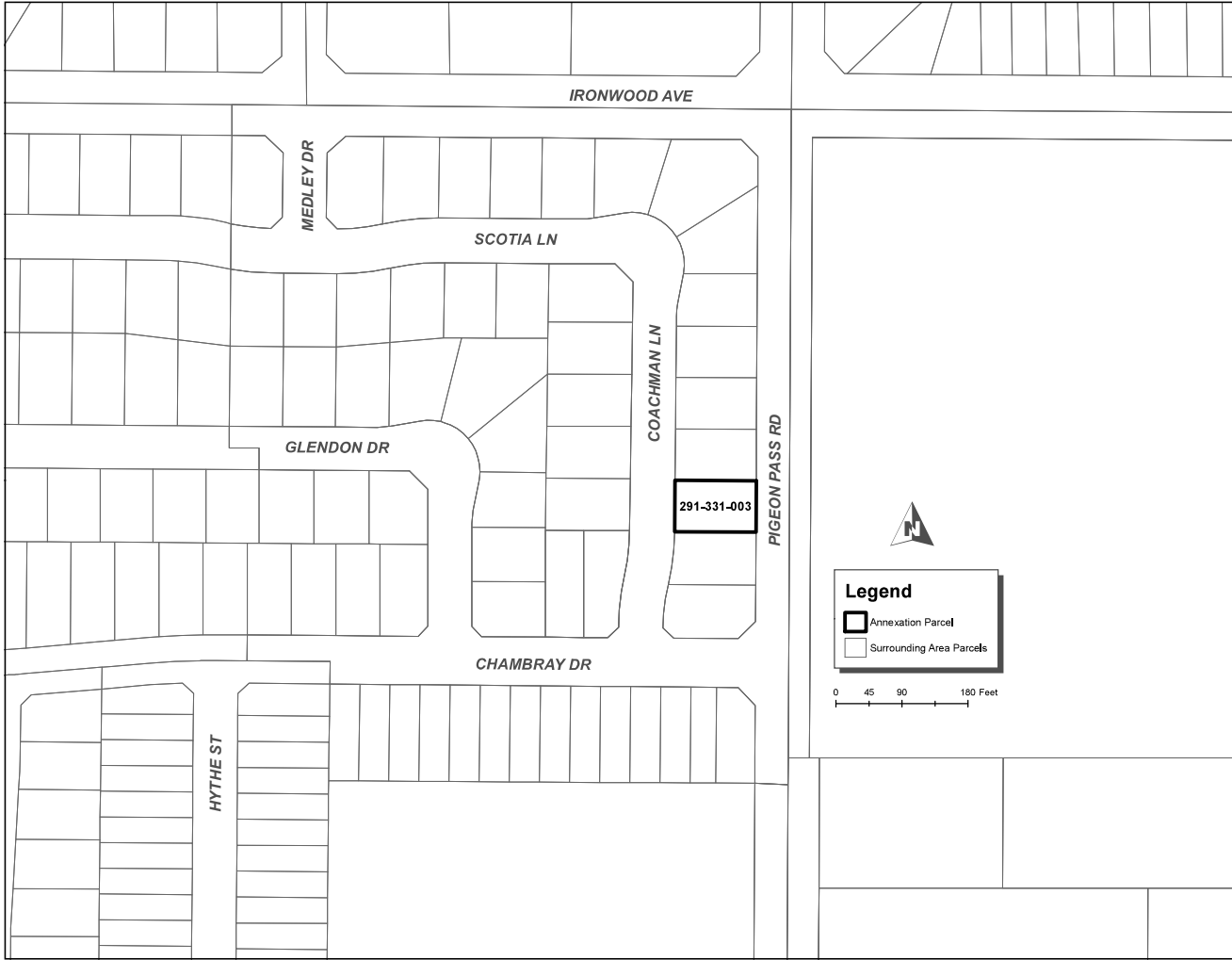
Attachment: Boundary Map - Amendment No. 47 (5969 : PURSUANT TO LANDOWNER PETITIONS,

AMENDMENT NO. 48 TO BOUNDARIES OF MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 2021-01
(PARKS MAINTENANCE)

Sheet 1 of 1

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.

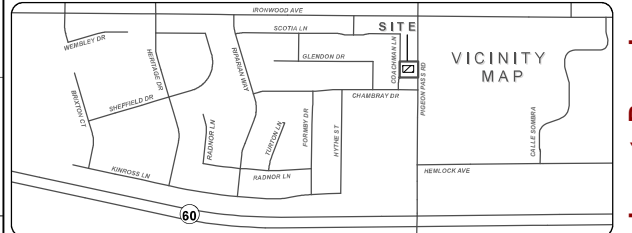
COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

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.

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



Attachment: Boundary Map - Amendment No. 48 (5969) : 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 **October 4, 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. 36

WITNESS my hand this 4th day of October , 2022.



ELECTION OFFICIAL
CITY OF MORENO VALLEY
STATE OF CALIFORNIA

Attachment: Certificate of Election Official - Amendment No. 36 (5969 : 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 **October 3, 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. 37

WITNESS my hand this _____ 3rd _____ day of _____ October _____, 2022.



ELECTION OFFICIAL
CITY OF MORENO VALLEY
STATE OF CALIFORNIA

Attachment: Certificate of Election Official - Amendment No. 37 (5969 : 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 **September 29, 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. 47

WITNESS my hand this 29th day of September , 2022.



ELECTION OFFICIAL
CITY OF MORENO VALLEY
STATE OF CALIFORNIA

Attachment: Certificate of Election Official - Amendment No. 47 (5969 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN PARCELS INTO

**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 **September 29, 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. 48

WITNESS my hand this 29th day of September , 2022.



ELECTION OFFICIAL
CITY OF MORENO VALLEY
STATE OF CALIFORNIA

Attachment: Certificate of Election Official - Amendment No. 48 (5969 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN PARCELS



Report to City Council

TO: Mayor and City Council
 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: October 18, 2022

TITLE: RECOMMENDED PARK REHABILITATION AND
 REFURBISHMENT PROGRAM PLAN

RECOMMENDED ACTION

Recommendations: That the City Council and CSD:

1. Approve the recommended Park Rehabilitation and Refurbishment Program Plan which will be funded by the Park Maintenance Fund; and
2. Authorize the Executive Director to execute any subsequent related agreements, extensions, or amendments for various parks projects, subject to the procurement policy and approval of the City Attorney.

SUMMARY

This report recommends approval of the recommended Park Rehabilitation and Refurbishment Program Plan which identifies various park improvement projects throughout the City. The park improvement projects identified in the plan will replace, refurbish, or rehab aging park infrastructure throughout the entire park system and will encompass all four Council Districts. Improving the quality of our parks and its amenities is key in providing a foundation for a healthy thriving community.

DISCUSSION

On June 21, 2022, the City Council approved the Fiscal Year 2021/22 Third Quarter Budget Review and Third Quarter Budget Amendments which included an allocation of \$6 million from the Moreno Valley Foundation to the Park Maintenance Fund to fund the Park Rehabilitation and Refurbishment Program.

The Parks & Community Services Department maintains 33 parks and over 540 acres of parkland along with 11.68 miles of multi-use trails. Facilities include 32 athletic fields, 4 community centers, 9-hole golf course, skate parks, equestrian center, amphitheater, demonstration garden and a dog park. Given the age of our parks, there are many opportunities for enhancements throughout our entire park system. An evaluation was conducted at each park site to identify the critical needs.

Below is an example of some of the types of projects proposed under this plan:

- Basketball/sport court resurfacing
- Pickleball court construction
- Ball field fencing replacement
- Ball field surface rehab
- Playground replacement
- Drinking fountain, BBQ, picnic table & bench replacement
- Picnic shelter replacements
- Splash pad resurfacing & renovation
- Synthetic turf replacement (March Field Park Arena)
- Replacement of shade covers & windscreens, arbors, and pergolas
- General fencing repairs
- LED lighting conversion and repairs
- Concrete repair and replacement
- Parking lot resurfacing
- Restroom renovations and *additions (*Adrienne Mitchell & *Amphitheater)
- Improve drainage and install fencing at Equestrian Center

Approval of the recommended Park Rehabilitation and Refurbishment Program Plan would support the City's commitment to provide high-quality parks and recreation facilities and programs for citizens of the community along with beautifying our parks.

ALTERNATIVES

1. Approve the recommended actions as presented in this staff report. This alternative will provide staff with a Park Rehabilitation and Refurbishment Program Plan. **Staff recommends this alternative as it will allow for completion of critical park improvement projects.**
2. Do not approve the recommended actions presented in this staff report and provide alternate direction to staff. **Staff does not recommend this**

alternative as it will delay the completion of critical park improvement projects.

FISCAL IMPACT

This project is funded by the Park Maintenance Fund (5011). There is no impact to the General Fund.

Description	Fund	GL Account No.	Type (Rev/Exp)	FY 22/23 Budget	Proposed Adjustments	FY 22/23 Amended Budget
CIP Parks	5011 Zone A	5011-50-57-80007-720199	Exp	\$6,000,000	\$(6,000,000)	\$0
CIP Parks	5011 Zone A	5011-50-57-80007-720199 Proj. No. 807 0060-5011-99	Exp	\$0	\$6,000,000	\$6,000,000

NOTIFICATION

Publication of agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Patty Yhuit
Sr. Management Analyst

Department Head Approval:
Jeremy Bubnick
Parks & Community Services Director

CITY COUNCIL GOALS

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

CITY COUNCIL STRATEGIC PRIORITIES

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

ATTACHMENTS

To view large attachments, please click your “bookmarks”



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

1. -Parks Community Services Trails (Project List) 2022-2025 (By Park)

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	10/11/22 8:08 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	10/11/22 11:00 AM

Parks & Trails Project List (Grouped by Park)										
	2022-23	2023-24	2024-25							
Adrienne Mitchell Park										
Adrienne Mitchell Park - New Restroom										
Adrienne Mitchell Park - New Tables										
All Parks										
ALL PARKS - Lids for Recycling Cans										
ALL PARKS - Repair Bare Turf Areas										
ALL Parks - Replace Damaged/Missing Post Bolt Covers										
ALL PARKS - Replace Signage (Damaged, Faded, Missing)										
Civic Center Amphitheater										
Amphitheater - New Restroom										
Amphitheater - VIP Shade Structure										
Bayside Park										
Bayside Park - Raise Concrete Around Playground										
Bayside Park - Repair Pavers at Entrance										
Bayside Park - Replace Drinking Fountain										
Bayside Park - Replace Missing ADA Picnic Table (1)										
Bayside Park - Resurface BB Court, New Net & Paint Post										
Bayside Park - Scrape & Repaint Shelter Posts & Ceiling										
Bayside Park - Upgrade Irrigation Controls										
Bethune Park										
Bethune Park - Dug Out Covers										
Bethune Park - New Tables										
Bethune Park - Replace Hand Dryer & Urinal										
Bethune Park - Replace Lifted Concrete (T. Hazzard)										
Celebration Park										
Celebration Park - Strip & Paint Picnic Shelter Posts										
Celebration Park - Strip Light Poles and Repaint										
Celebration Park - NEW Playground										
Celebration Park - Paint Tables & Benches										
Celebration Park - Resurface & Upgrade Splash Pad										
Celebration Park - Resurface/Paint BB Court - New B. & Net										

Attachment: -Parks Community Services Trails (Project List) 2022-2025 (By Park) (5961 :

	Celebration Park - Stain Picnic Shelter Ceiling																		
Cold Creek Park																			
	Cold Creek Park - Replace Drinking Fountain																		
College Park																			
	College Park - Install Monument Sign																		
	College Park - NEW Playground																		
Community Park																			
	Community Park - New Pickleball Court																		
	Community Park - Renovate Interior (All NEW)																		
	Community Park - Replace Broken Posts																		
	Community Park - Replace Old Benches																		
	Community Park - Resurface and Stripe																		
	Community Park Pedestrian Bridges - REMOVE																		
Cottonwood Golf Course																			
	Cottonwood Golf Course - Resurface & Stripe Parking Lot																		
El Potrero Park																			
	El Potrero - Replace Roof Beams (New Roof?) & New Door																		
	El Potrero Park - Replace Entry Arbors & RR Pergola																		
	El Potrero Park (East) - Replace Shelter																		
	El Potrero Park (West) - Paint Shelter																		
Equestrian Park																			
	Equestrian Center - Demo & Remove Trailer & Mobile Home																		
	Equestrian Center - Improve Main Trail & Install Drainage																		
	Equestrian Center - Paint Main Arena																		
	Equestrian Center - Replace Split Rail with White Vinyl																		
Fairway Park																			
	Fairway Park - New Shelter																		
	Fairway Park - Upgrade Lights to LED																		
Gateway Park																			
	Gateway Park - Exterior Restroom Repairs																		
	Gateway Park - New Tables & Benches																		
	Gateway Park - Replace Shelter 8 with 1 Large, 1 Med. & 3 Small																		
	Gateway Park - Upgrade Irrigation Controls																		
	Gateway Park Walking Path - Upgrade to LED & Repair																		

Attachment: -Parks Community Services Trails (Project List) 2022-2025 (By Park) (5961 :

Hidden Springs Park										
Hidden Springs Park - NEW Playground										
Hidden Springs Park - New Small Shelter										
Hidden Springs Park - New Tables										
Hidden Springs Trail - New Tables & BBQ & Benches										
JFK Park										
JFK - Paint Wall between Homes & Park										
JFK - Replace Drinking Fountain (1)										
JFK Park - Dug Out Covers										
JFK Park - NEW Playground										
JFK Park - New Fabric on Ballfield										
JFK Park - Renovate Restroom Interior										
JFK Park- New Bleachers										
March AF Park										
March AF Park Replace Drinking Fountains (2)										
March AF Park - Laser Grade Fields										
March AF Park - New Synthetic Turf for Soccer Arena										
March AF Park - Remove Failing Storage Container										
March AF Park - Replace Fabric Around Backstops										
March AF Park - Resurface & Stripe Parking Lot										
March Park - Outfield Windscreens										
March Park - Replace Lighting in Dug Outs with LED										
March Skate Park - Fill Bowl & Reroute Drainage										
MISC Parks										
MISC PARKS - NEW Decorative Banner Hangers										
MISC Parks - Skin Palm Trees										
Morrison Parks										
Morrison Park - Irrigation Upgrade										
Morrison Park - Laser Grade Fields										
Morrison Park - Replace Broken Roof Tiles										
Morrison Park - Replace Sinks In Restroom										
Morrison Park - Replace Split Rail with White Vinyl										
Parque Amistad										
Parque Amistad - New 6-sided Shelter (empty pad)										

Attachment: -Parks Community Services Trails (Project List) 2022-2025 (By Park) (5961 :

	Parque Amistad - New Benches												
	Parque Amistad - Roof Repairs												
Pedrorena Park													
	Pedrorena - Crack Seal & Stripe Parking Lot												
	Pedrorena Park - Replace Missing Trees (2)												
	Pedrorena Park - NEW Playground												
	Pedrorena Park - New BBQs												
	Pedrorena Park - Paint Interior & Install Soap Dispensers												
	Pedrorena Park - Replace 2 Wooden Shelters												
	Pedrorena Park - Replace Drinking Fountain (1)												
	Pedrorena Park - Replace Missing Shrubs (Front of Tennis)												
	Pedrorena Park - Replace Restroom Pergola & Entry Arbor												
	Pedrorena Park - Replace Tennis Court Fence Fabric												
	Pedrorena Park - Replace Windscreens Tennis Courts												
Shadow Mountain Park													
	Shadow Mountain - Minor Restroom Repairs												
	Shadow Mountain Park - Laser Grade Fields												
	Shadow Mountain Park - New Dug Out Benches												
	Shadow Mountain Park - New Retaining Wall along N Slope												
	Shadow Mountain Park - Picnic Shelter Ceiling Stain												
Sunnymead Park													
	Sunnymead Park - Bleachers, Bullpen & Dug Out Covers												
	Sunnymead Park - Laser Grade Fields												
	Sunnymead Park - Misc. Fence Repairs												
	Sunnymead Park - New BBQ's and Tables												
	Sunnymead Park - Paint Pergola and Doors (RR Building)												
	Sunnymead Park - Remove Picnic Table & Pad Along Trail												
	Sunnymead Park - Remove Vines Overgrowing Bullpens												
	Sunnymead Park - Repair Misc. Concrete Panels (T. Hazzard)												
	Sunnymead Park - Replace 3 Shelters												
	Sunnymead Park - Replace Drinking Fountains (2)												
	Sunnymead Park - Replace Split Rail with White Vinyl												
	Sunnymead Park - Replace Urinals & Signage & Paint												
Towngate Park													

Attachment: -Parks Community Services Trails (Project List) 2022-2025 (By Park) (5961 :

Towngate II - Replace Drinking Fountain																			
Towngate Park - Dug Out Covers																			
Towngate Park - NEW Playground																			
Towngate Park - Replace Broken & Rusted Posts																			
Towngate Park - Replace Fabric (between DO & BS)																			
Towngate Park - Replace Light Control Box (Behind DO)																			
Victoriano Park																			
Victoriano Park - Fill Low Turf Areas & Reseed																			
Victoriano Park - Restroom Renovation & Roof Repairs/Replace																			
Victoriano Park - New BBQs																			
Victoriano Park - Paint Picnic Tables																			
Victoriano Park - Replace Drinking Fountain (1)																			
Victoriano Park - Replace Entry Arbor																			
Victoriano Park - Replace Wooden Shelter																			
Vista Loma Park																			
Vista Loma Park - NEW Playground																			
Vista Loma Park - Paint & Stain Picnic Shelter																			
Vista Loma Park - Paint Bike Rack																			
Vista Loma Park - Replace Lifted Concrete Panels																			
Vista Loma Park - Replace Missing Turf Areas																			
Vista Loma Park - Replace Street Side Fencing																			
Vista Loma Park - Secure Backstop Fencing																			
West Bluff Park																			
West Bluff - Replace Split Rail with White Vinyl																			
West Bluff Park - New Tables																			
West Bluff Park - Renovate Interior																			
West Bluff Park - Paint & Repair Shelter Posts																			
Weston Park																			
Weston Park - Epoxy the Floor																			
Weston Park - New Backstops																			
Weston Park - New Tables, Benches & BBQS																			
Weston Park - Replace 3 Shelters																			
Woodland Park																			
Woodland Park - New Fabric Ball Field & Tennis																			

Attachment: -Parks Community Services Trails (Project List) 2022-2025 (By Park) (5961 :

Woodland Park - Renovate Restroom Interior (All NEW)										
Woodland Park - Replace Bottle Filler										
Woodland Park - Replace Shelter Roofs										
Woodland Park - Resurface BB Courts										
Woodland Park - Upgrade Lighting to LED										
NEW (Future)										
Additional Splash Pad										
Conceptual Plan for N. Perris Property										
Pickle Ball Court Complex										
Star Path										
TBD - Add Sport Field Lighting to Additional Park			\$0							



Report to City Council

TO: Mayor and City Council

FROM: Manuel A. Mancha, Community Development Director

AGENDA DATE: October 18, 2022

TITLE: ADOPTION OF 2022 CALIFORNIA BUILDING CODES, CALIFORNIA CODE OF REGULATIONS, TITLE 24, INCORPORATING THE LATEST EDITIONS OF THE MODEL CODES WITH AMENDMENTS (ORD. NO. XXX)

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Conduct a Public Hearing to receive public input on the proposed Ordinance.
2. Introduce and conduct the first reading of Ordinance No. xxx, amending Title 8 of the City of Moreno Valley Municipal Code Chapters 8.20, 8.22, 8.23, 8.24, 8.26, 8.28, 8.30, 8.32, 8.34, 8.36, 8.38, and 8.44, to adopt the 2022 Editions of the California Building, Residential, Fire, Energy, Green Building Standards, Mechanical, Plumbing, and Electrical codes with local amendments thereto.
3. Schedule the second reading and adoption of Ordinance No. xxx for the next regular Council meeting.

SUMMARY

Every three years the State of California Building Standards Commission requires all municipalities to update their building codes to reflect changes by the State Commission. The adoption of the 2022 California Building Standards Code, California Code of Regulations, Title 24 as amended will ensure that minimum building standards are implemented to safeguard life, limb, health, property, and public welfare by regulating and controlling the design, construction, quality of materials, use, occupancy, location, and maintenance of all buildings and structures within the City of Moreno Valley.

DISCUSSION

In accordance with California Health and Safety Code Sections 17922 and 18935, the California Building Standards Commission approved the adoption of new model codes relating to fire and life safety. The California Building Standards Commission has advised local jurisdictions that the State will adopt the 2022 Editions of the California Administrative Code, the California Building Code, the California Residential Code, the California Electrical Code, the California Mechanical Code, the California Plumbing Code, the California Energy Code, the California Historical Building Code, the California Existing Building Code, the California Green Building Code, the California Reference Standards Code, and the California Fire Code. Once the California Building Standards Commission amends the model codes to include California specific amendments, local jurisdictions are given 180 days to further amend the code by local ordinance.

In addition to State amendments, Moreno Valley has made various “Findings of Need” with regard to specific building and fire amendments to be adopted to reflect Moreno Valley’s unique climatic, geographical, and topographical conditions.

The California Building Standards Commission has indicated that the above referenced codes will become effective at the local level on January 1, 2023. In order to include local amendments and adequately protect first responders, the business community, and citizens, the City must complete its adoption process 30 days prior to this date. The adoption of the code into the Moreno Valley Municipal Code provides for an orderly administration of the codes by City Building and Fire officials.

ALTERNATIVES

1. Introduce and conduct the first reading of the proposed Ordinance incorporating local amendments to the California Building Standards Code in accordance with Health and Safety Code, §§ 17950 and 18938 (b), and schedule the second reading and adoption for the next regular City Council meeting. *This alternative is recommended by staff to ensure effective codes for the future development of Moreno Valley.*
2. Do not introduce, nor pursue, the adoption of the proposed Ordinance of the California Building Standards Code with amendments thus reducing measures ensuring consistent development. *This alternative is not recommended by staff, as it will place the City of Moreno Valley out of compliance with the State of California Building Standards Commission.*

FISCAL IMPACT

There is no fiscal impact with the adoption of this Ordinance.

NOTIFICATION

The City Council meeting of October 18, 2022, has been properly noticed as a Public Hearing as required by Government Code Section 6066.

PREPARATION OF STAFF REPORT

Prepared By:
James Verdugo
Building Division Manager/Building Official

Department Head Approval:
Manuel A. Mancha
Community Development Director

Concurred By:
Doug Bloom
Fire Marshal

Concurred By:
Jesse Park
Fire Chief

CITY COUNCIL GOALS

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

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

CITY COUNCIL STRATEGIC PRIORITIES

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

Objective 5.6: Enhance community outreach, partnership opportunities, and stakeholder ownership of the City’s parks and recreation services, programs and events.

ATTACHMENTS

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

- 1. 2022 Ordinance DRAFT 20221018

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	10/10/22 8:03 AM
City Attorney Approval	<u>✓ Approved</u>	10/10/22 2:29 PM
City Manager Approval	<u>✓ Approved</u>	10/10/22 2:50 PM

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING TITLE 8 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE, CHAPTERS 8.20, 8.22, 8.23, 8.24, 8.26, 8.28, 8.30, 8.32, 8.34, 8.36, 8.38, 8.44, TO ADOPT THE 2022 EDITIONS OF THE CALIFORNIA BUILDING, RESIDENTIAL, FIRE, ENERGY, GREEN BUILDING STANDARDS, MECHANICAL, PLUMBING, AND ELECTRICAL CODES WITH LOCAL AMENDMENTS THERETO.

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1. PRIOR ENACTMENTS REPEALED:

1.1 All prior enactments of the City, which are in conflict with this Ordinance, are hereby repealed, effective upon the date on which this Ordinance becomes effective and operative.

SECTION 2. CONTINUING EFFECT:

2.1 Notwithstanding Section 1.1 of the Ordinance, and solely for the purposes of this Section 2.1, this Ordinance shall be construed as a continuation of said prior enactments as the same may have been heretofore amended from time to time, and compliance therewith prior to the effective date hereof shall be deemed to be compliance with this Ordinance unless provided otherwise herein.

2.2 Except as specifically or by necessary implication required to the contrary by this Ordinance, no right or entitlement granted, or obligation imposed, or action or proceeding commenced or taken pursuant to a prior resolution or ordinance repealed or modified hereby shall be deemed to be invalidated, waived, terminated or otherwise affected by the enactment hereof.

SECTION 3. EFFECT OF ENACTMENT:

3.1 Except as specifically provided herein, nothing contained in this Ordinance shall be deemed to modify or supersede any prior enactment of the City Council which addresses the same subject addressed herein.

SECTION 4. FINDINGS:

4.1 The International Code Council is a private organization which has been in existence for at least three (3) years.

4.2 The 2022 California Building Code, the 2022 California Fire Code, the California Building Standards Code, and the California Fire Code Standards published by said organization, are a nationally recognized compilation of proposed rules, regulations, and standards of said organization.

4.3 The California Building Code and the California Fire Code have been printed and published as a code in book form within the meaning of Section 50022.2 et seq., of the California Government Code and said code has been adopted and amended by the California Building Standards Commission into the California Code of Regulations (CCR) as Title 24, 2022 edition.

4.4 That one (1) copy of the 2022 California Building Code based on the 2021 International Building Code and one (1) copy of the 2022 California Fire Code based on the 2021 International Fire Code have been on file for use and examination by the public in the office of the Building Official prior to adoption of this Ordinance.

4.5 That the sections of the International Building Code and California Building Code Standards may be referred to by the same number used in said published compilation preceded by the words "City of Moreno Valley International Building Code Section" or "International Building Code Section" or "Building Code Section". Said amendments to the California Building Standards Code under the California Building Code shall be referred to in the same manner as listed above for ease of application.

4.6 That the sections of the California Fire Code may be referred to by the same number used in said published compilation preceded by the words "City of Moreno Valley California Fire Code Section" or "California Fire Code Section" or "Fire Code Section". Said amendments to the California Building Standards Code under the California Fire Code shall be referred to in the same manner as listed above for ease of application.

4.7 Pursuant to Section(s) 17958.5(a) and (b) as well as Section 17958.7 of the California Health and Safety Code, the Section contained herein shall be submitted as the "Findings of Need" with regard to the specific California Building Code and California Fire Code Ordinance Amendments adopted by the City of Moreno Valley and addressed herein. Additional requirements and standards herein are necessary to properly protect the health, safety and welfare of the existing and future residents as well as workers of the City of Moreno Valley. Under the provisions of Section 17958.7 of the Health and Safety Code, local amendments shall be based on climatic, geological or topographical conditions. The "Findings of Need" contained herein shall address each of these situations and shall present the local situation which singularly or in combination cause the established amendments to be adopted. Each such modification is identified as to which section such finding refers.

4.7.1 Life Safety: That the additional requirements and standard established herein are needed to properly protect the health, safety, life and limb, and welfare of existing and future residents, workers and guests of the City of Moreno Valley.

4.7.2 That these changes and modifications to the standards published in the California Building Code and California Fire Code are reasonably necessary because of local climatic, geological, and topographical conditions. The following are hereby adopted as non-inclusive specific findings in respect to such local conditions and refer to amendments made to the California Building Code, California Code of Regulations, Title 24, and International Fire Code as more particularly set forth below.

Climatic Conditions:

4.7.2.1 The City of Moreno Valley receives relatively low amounts of precipitation, low humidity and high temperatures. Such climate conditions are conducive to the spread of fire (Information from the University of California, Riverside, Meteorological Weather Station). This finding refers to and supports modifications to 4906.4, 5601.1.3, 5601.1.3.1, 5607.1.1 of the California Fire Code, 2022 edition.

4.7.2.2 Strong winds, commonly referred to as the Santa Ana Winds, have reached speeds up to 57 miles per hour in Moreno Valley during various months of past years. Damage that can occur during such winds includes the creation of highly flammable conditions of brush, downed trees, utility poles, utility circuits, and power line (Wind speeds documented at March Air Reserve Base). This finding refers to and supports modifications to Chapter 1, Division II, Section 105.2 of the California Building Code, 2022 edition and to Chapter 1, Division II, Section R105.2 of the California Residential Code, 2022 edition. This finding also refers to and supports modifications to 606.10.1.2, 4906.4, 5601.1.3, 5601.1.3.1, 5607.1.1 of the California Fire Code, 2022 edition.

4.7.2.3 Other areas within the City of Moreno Valley are subject to landslides, wind erosion, blown sand, flooding and wildfires. This finding refers to and supports modifications to Chapter 1, Division II, Section 105.2 of the California Building Code, 2022 edition and to Chapter 1, Division II, Section R105.2 and Section R405.1 of the California Residential Code, 2022 edition. This finding also refers to and supports modifications to 4906.4, 5601.1.3, 5601.1.3.1, 5607.1.1 of the California Fire Code, 2022 edition.

Geological:

4.7.2.4 Within the city limits of Moreno Valley, there are two (2) earthquake faults: the San Jacinto Fault and the Casa Loma Fault. There are also other faults in the immediate adjacent areas. In the event of a severe earthquake, these faults present the potential for catastrophic damage including fire, damage to roadways, and

other impairments of emergency apparatus (Fault information from California Division of Mines and Geology). This finding refers to and supports modifications to Chapter 1, Division II, Section 105.2 of the California Building Code, 2022 edition and to Chapter 1, Division II, Section R 105.2 and Chapter 4, Section R403.1.3 and Section R405.1 of the California Residential Code, 2022 edition.

4.7.2.5 There is a lack of fire hydrants and water supply to new construction hillside areas in the City of Moreno Valley. This finding refers to and supports modifications to Sections 505.1903.2, 903.3.5.3, 4906.4 of the California Fire Code, 2022 edition.

4.7.2.6 In Moreno Valley there are known areas where the radio coverage is insufficient to ensure the life safety of emergency personnel due to the mountainous and hilly terrain at the City's northern and eastern boundaries. These areas include the Reche Vista area, the Hidden Springs area near Box Springs Mountain, and the entrance to San Timoteo Canyon off both Moreno Beach Boulevard and Redlands Boulevard near the northern City limits. This finding refers to and supports modifications to Sections 508.1; 508.1.1, 508.1.3; 508.1.5; 508.1.7 of the California Fire Code, 2022 edition.

Topographical:

4.7.2.7 Development has occurred and continues to occur in Moreno Valley at a rapid pace. Traffic congestion occurs during certain peak business hours, weekends, and on holidays along main thoroughfares such as Sunnymead Blvd., Perris Blvd., Alessandro Blvd., Heacock St., Pigeon Pass/Frederick St., and at some points along Indian St. and Cactus Ave. (Information provided by the Transportation Engineering Division of the Public Works Department). This finding refers to and supports modification 505.1 of the California Fire Code, 2022 edition.

4.7.2.8 The distance between fire stations, and the response time in our City compared to the time when flashover generally occurs creates a need for on-site fire suppression capability in all structures, and also the need for specific turning radius and turnaround requirements for fire apparatus. In order to accommodate fire equipment during emergency response, we find that fire apparatus roads, grades, turning radius and turnaround dimensions are required as set forth herein. This finding refers to and supports modifications to Sections 505.1, 606.10.1.2, 903.2, 903.3.5.3 of the California Fire Code, 2022 edition.

4.7.2.9 Moreno Valley has a number of different water companies serving the area, with varying capacity to deliver water flows for fire suppression purposes. This finding refers to and supports modifications to Sections B105.1, C103.2, 507.5.7, 903.2, 903.3.5.3 of the California Fire Code, 2022 edition.

4.7.2.10 Radio communications and ability to communicate can be hindered by topographical features in Moreno Valley as well as building design, which

can include subterranean structures. It is vital to ensure there is adequate radio coverage and breathing air throughout the City for the life safety of the emergency response personnel. This finding refers to and supports modifications to Sections 508.1; 508.1.1; 508.1.3; 508.1.5; 508.1.7 of the California Fire Code, 2022 edition.

SECTION 5. MUNICIPAL CODE AMENDED:

5.1 Chapter 8.20 of Title 8 of the City of Moreno Valley Municipal Code is hereby amended to read as follows:

“Chapter 8.20

California Building Code

8.20.010 Adopted

The California Building Code, 2022 Edition, based on the 2021 International Building Code as published by the International Code Council, excluding Chapter 29 and including Appendix H, I and the Standards referred to therein, is adopted and made part of this title by reference with the following modifications:

- A. Chapter 1, Division II, Section 101.2, Exception is amended to read as follows:
- Exception:** Detached one- and two-family dwellings and multiple single family dwellings (townhouses) not more than three stories above grade plane in height with a separate means of egress and their accessory structures not more than three stories above grade plane in height, shall comply with the California Residential Code, Title 24, Part 2.5.
- B. Chapter 1, Division II, Section 105.1.1 and 105.1.2 are deleted.
- C. Chapter 1, Division II, Section 105.2, Building 2 is hereby amended to read as follows:
- Fences not over six (6) feet high, masonry concrete block walls under three (3) feet measured from top of footing, or combination masonry concrete block walls under (3) feet measured from top of footing, with any approved building material wood, wrought iron, chain link not exceeding (6) feet in total height.
- D. Chapter 1, Division II, Section 105.3.2 is amended to read as follows:
- Time limitation of application.** An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless such application has been pursued in good faith or a permit had been issued; except that that the building official is authorized to grant one or more extensions of time for additional periods not exceeding 180 days each. The extension shall be requested in writing and justifiable

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cause demonstrated. Plans and other data submitted for review shall be returned to the applicant or destroyed by the City.

- E. Chapter 1, Division II, Section 107.3.3 is deleted.
- F. Chapter 1, Division II, Section 113 is deleted.
- G. Chapter 3, Section 304.1 is amended to include

Motor Vehicle Showrooms

Police and Fire Stations

Post Office

- H. Chapter 9, Section 903.2 is amended to read as follows:

1. **New Buildings.** In all new buildings and structures which are 3,600 square feet or greater, an approved automatic sprinkler system shall be provided regardless of occupancy classification. Where the California Building Code is requiring more restrictive requirements in Sections 903.2.1 – 903.2.21, the more restrictive requirement shall take precedence.

2. **Existing Buildings.** Notwithstanding any applicable provisions of this code, an automatic sprinkler system shall be provided in an existing building when an addition occurs and when one of the following conditions exists:

a. When an addition is 33% or more of the existing building area, and the resulting building area exceeds 3,600 square feet (465 m²) as defined in Section 202; or

b. When an addition exceeds 1,500 square feet (186 m²) and the resulting building area exceeds 3,600 square feet (465 m²) as defined in Section 202.

Exception: Unless required elsewhere in this code or the California Building Code, automatic fire sprinkler systems shall not be required for the following:

1. Detached Group U occupancies used for agricultural purposes constructed in accordance with the California Building Code.

2. Detached non-combustible equestrian arena shade canopies that are open on all sides and used for riding only - no commercial, assembly or storage uses.

3. Detached fabric or non-combustible shade structures that are open on all sides and used to shade playground equipment, temporary storage of vehicles and dining areas with no cooking.

4. Where determined by the Fire Chief that no major life safety hazard exists, and the fuel load does not pose a significant threat to firefighter

safety or to other structures or property, automatic fire sprinklers may be exempted.

One- and two-family dwellings shall have an automatic fire sprinkler system regardless of square footage in accordance with the California Residential Code. Fire sprinkler systems shall be installed in mobile homes, manufactured homes and multifamily manufactured homes with two dwelling units in accordance with Title 25 of the California Code of Regulations.

The following exceptions in the California Fire Code shall not be allowed:

Exception in Section 903.2.3

- I. Chapter 9, Section 903.3.5.3 is hereby added as follows:

Hydraulically calculated systems. The design of hydraulically calculated fire sprinkler systems shall not exceed 90% of the water supply capacity.

Exception: When static pressure exceeds 100 psi, and required by the Fire Code Official, the fire sprinkler system shall not exceed water supply capacity specified by Table 903.3.5.3.”

5.2 Chapter 8.22 of Title 8 of the City of Moreno Valley Municipal Code is hereby amended to read as follows:

“Chapter 8.22

California Mechanical Code

8.22.010 Adopted

The California Mechanical Code, 2022 Edition, including Appendices B, C and D thereto, based on the 2021 Uniform Mechanical Code and the Standards incorporated therein, as published by the International Association of Plumbing and Mechanical Officials is adopted and made a part of this chapter by reference with the following modifications:

- A. Chapter 1, Division II Section 104.3.3 is amended to read as follows:

Expiration of Plan Review. Applications for which no permit is issued within 180 days following the date of application shall expire by limitation, plans and other data submitted for review thereafter, shall be returned to the applicant or destroyed by the City. The City shall have the authority to extend the time for action by the applicant for a period not to exceed 180 days upon request by the applicant. The extension shall be requested in writing and justifiable cause demonstrated.

- B. Chapter 1, Division II Section 104.4.3 is amended to read as follows:

Expiration. A permit issued by City under the provisions of this code shall expire by limitation and become null and void where the work authorized by such permit is not commenced within 12 months from the date of such permit, or where the work authorized by such permit is suspended or abandoned at a time after the work is commenced for a period of 180 days. Before such work is recommenced, a new permit shall first be obtained.

- C. Chapter 1, Division II Section 104.4.4 is amended to read as follows:

Extension. A permittee holding an unexpired permit shall be permitted to apply for an extension of the time within which work shall be permitted to commence under that permit where the permittee is unable to commence work within the time required by this section. The City shall have the authority to extend the time for action by the permittee for a period not exceeding one-hundred and eighty (180) days upon written request by the permittee. The extension shall be requested in writing and justifiable cause demonstrated.

- D. Chapter 1, Division II Section 106.3 is deleted.”

5.3 Chapter 8.23 of Title 8 of the City of Moreno Valley Municipal Code is hereby amended to read as follows:

“Chapter 8.23

California Residential Code

8.23.010 Adopted

The California Residential Code, 2022 Edition, based on the 2021 International Residential Code including Appendix A, H and the Standards referred to therein, as published by the International Code Council, is adopted and made part of this chapter by reference with the following modifications:

- A. Chapter 1, Division II, Section R105.2, Building 2 is hereby amended to read as follows:

Fences not over six (6) feet high, masonry concrete block walls under three (3) feet measured from top of footing, or combination masonry concrete block walls under (3) feet measured from top of footing, with any approved building material wood, wrought iron, chain link not exceeding (6) feet in total height.

- B. Chapter 1, Division II, Section R105.5 is amended to read as follows:

Every permit shall remain valid for purposes of this part if the work on the site authorized by that permit is commenced within 12 months after its issuance, unless, the permittee has abandoned the work abandoned the work authorized by this permit.

- C. Chapter 1, Division II, Section R106.3.3 is deleted.
- D. Chapter 1, Division II, Section R112 is deleted.
- E. Chapter 3, Table R301.2(1) is revised to read:

**TABLE R301.2
CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA**

GROUND SNOW LOAD	WIND DESIGN				SEISMIC DESIGN CATEGORY ^f	SUBJECT TO DAMAGE FROM			WINTER DESIGN TEMP ^e	ICE BARRIER UNDERLAYMENT REQUIRED ^h	FLOOD HAZARDS ^g	AIR FREEZING INDEX ⁱ	MEAN ANNUAL TEMP
	Speed ^d (mph)	Topographic effects ^k	Special Wind region ^l	Wind-borne debris zone ^m		Weathering ^a	Frost Line depth ^b	Termite ^c					
Zero	96	No	No	No	D ² or E	Negligible	12"	Very Heavy	43	No	Per Title 8	0	64

For SI: 1 pound per square foot = 0.0479 kPa, 1 mile per hour = 0.447 m/s.

- a. Where weathering requires a higher strength concrete or grade of masonry than necessary to satisfy the structural requirements of this code, the frost line depth strength required for weathering shall govern. The weathering column shall be filled in with the weathering index, “negligible,” “moderate” or “severe” for concrete as determined from Figure R301.2(1). The grade of masonry units shall be determined from ASTM C34, ASTM C55, ASTM C62, ASTM C73, ASTM C90, ASTM C129, ASTM C145, ASTM C216 or ASTM C652.
- b. Where the frost line depth requires deeper footings than indicated in Figure R403.1(1), the frost line depth strength required for weathering shall govern. The jurisdiction shall fill in the frost line depth column with the minimum depth of footing below finish grade.
- c. The jurisdiction shall fill in this part of the table to indicate the need for protection depending on whether there has been a history of local subterranean termite damage.
- d. The jurisdiction shall fill in this part of the table with the wind speed from the basic wind speed map [Figure R301.2(2). Wind exposure category shall be determined on a site-specific basis in accordance with Section R301.2.1.4.
- e. The jurisdiction shall fill in this section of the table to establish the design criteria using Table 10A from ACCA Manual J or established criteria determined by the jurisdiction.
- f. The jurisdiction shall fill in this part of the table with the seismic design category determined from Section R301.2.2.1.
- g. The jurisdiction shall fill in this part of the table with: the date of the jurisdiction’s entry into the National Flood Insurance Program (date of

adoption of the first code or ordinance for management of flood hazard areas); and the title and date of the currently effective Flood Insurance Study or other flood hazard study and maps adopted by the authority having jurisdiction, as amended.

h. In accordance with Sections R905.1.2, R905.4.3.1, R905.5.3.1, R905.6.3.1, R905.7.3.1 and R905.8.3.1, where there has been a history of local damage from the effects of ice damming, the jurisdiction shall fill in this part of the table with “YES.” Otherwise, the jurisdiction shall fill in this part of the table with “NO.”

i. The jurisdiction shall fill in this part of the table with the 100-year return period air freezing index (BF-days) from Figure R403.3(2) or from the 100-year (99 percent) value on the National Climatic Data Center data table “Air Freezing Index-USA Method (Base 32°F).”

j. The jurisdiction shall fill in this part of the table with the mean annual temperature from the National Climatic Data Center data table “Air Freezing Index-USA Method (Base 32°F).”

k. In accordance with Section R301.2.1.5, where there is local historical data documenting structural damage to buildings due to topographic wind speed-up effects, the jurisdiction shall fill in this part of the table with “YES.” Otherwise, the jurisdiction shall indicate “NO” in this part of the table.

l. In accordance with Figure R301.2(2), where there is local historical data documenting unusual wind conditions, the jurisdiction shall fill in this part of the table with “YES” and identify any specific requirements. Otherwise, the jurisdiction shall indicate “NO” in this part of the table.

m. In accordance with Section R301.2.1.2 the jurisdiction shall indicate the wind-borne debris wind zone(s). Otherwise, the jurisdiction shall indicate “NO” in this part of the table.

n. The jurisdiction shall fill in these sections of the table to establish the design criteria using Table 1a or 1b from ACCA Manual J or established criteria determined by the jurisdiction.

o. The jurisdiction shall fill in this section of the table using the Ground Snow Loads in Figures R301.2(3) and R301.2(4).

5.4 Chapter 8.24 of Title 8 of the City of Moreno Valley Municipal Code is hereby amended to read as follows:

“Chapter 8.24

California Plumbing Code

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Ordinance No. ____

Date Adopted: November 1, 2022

8.24.010 Adopted

The California Plumbing Code, 2022 Edition, including the Appendices thereto, based on the 2021 Uniform Plumbing Code and installation standards incorporated therein, as published by the International Association of Plumbing and Mechanical Officials, is adopted and made part of this chapter by reference with the following modifications:

- A. Chapter 1, Division II Section 104.3.3 is amended to read as follows:

Expiration of Plan Review. Applications for which no permit is issued within 180 days following the date of application shall expire by limitation, plans and other data submitted for review thereafter, shall be returned to the applicant or destroyed by the City. The City shall have the authority to extend the time for action by the applicant for a period not to exceed 180 days upon request by the applicant. The extension shall be requested in writing and justifiable cause demonstrated.

- B. Chapter 1, Division II Section 104.4.3 is amended to read as follows:

Expiration. A permit issued by City under the provisions of this code shall expire by limitation and become null and void where the work authorized by such permit is not commenced within 12 months from the date of such permit, or where the work authorized by such permit is suspended or abandoned at a time after the work is commenced for a period of 180 days. Before such work is recommenced, a new permit shall first be obtained.

- C. Chapter 1, Division II Section 104.4.4 is amended to read as follows:

Extension. A permittee holding an unexpired permit shall be permitted to apply for an extension of the time within which work shall be permitted to commence under that permit where the permittee is unable to commence work within the time required by this section. The City shall have the authority to extend the time for action by the permittee for a period not exceeding one-hundred and eighty (180) days upon written request by the permittee. The extension shall be requested in writing and justifiable cause demonstrated.

- D. Chapter 1, Division II Section 104.5 is deleted.”

5.5 Chapter 8.26 of Title 8 of the City of Moreno Valley Municipal Code is hereby amended to read as follows:

“Chapter 8.26

California Electrical Code

8.26.010 Adopted

The California Electrical Code, 2022 Edition, based on the 2020 National Electrical Code as published by the National Fire Protection Association, is adopted and made a part of this chapter by reference.”

5.6 Chapter 8.28 of Title 8 of the City of Moreno Valley Municipal Code is hereby amended to read as follows:

“Chapter 8.28

California Administrative Code

8.28.010 Adopted

The California Administrative Code, 2022 Edition, is adopted and made a part of this chapter by reference.”

5.7 Chapter 8.30 of Title 8 of the City of Moreno Valley Municipal Code is hereby amended to read as follows:

“Chapter 8.30

California Energy Code

8.30.010 Adopted

The California Energy Code, 2022 Edition, is adopted and made a part of this chapter by reference.”

5.8 Chapter 8.32 of Title 8 of the City of Moreno Valley Municipal Code is hereby amended to read as follows:

“Chapter 8.32

California Historical Building Code

8.32.010 Adopted

The California Historical Building Code, 2022 Edition, is adopted and made a part of this chapter by reference.”

5.9 Chapter 8.34 of Title 8 of the City of Moreno Valley Municipal Code is hereby amended to read as follows:

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Ordinance No. ____

Date Adopted: November 1, 2022

“Chapter 8.34

California Existing Building Code

8.34.010 Adopted

The California Existing Building Code, 2022 Edition, based on the 2021 International Existing Building Code, is adopted and made a part of this chapter by reference.”

5.10 Chapter 8.36 of Title 8 of the City of Moreno Valley Municipal Code is hereby repealed and replaced in its entirety to read as follows:

“Chapter 8.36

California Fire Code

8.36.010 Adopted

APPLICATION AND ADOPTION OF THE CALIFORNIA FIRE CODE. Except as stated in this Section or as amended below in Section 5 of this Ordinance, all of the provisions and appendices of the 2022 California Fire Code, inclusive of all of the inclusions and exclusions set for in each chapter’s matrix, are hereby adopted and shall apply to the City of Moreno Valley. In addition, the following provisions that are excluded in the 2022 California Fire Code are hereby adopted - Chapter 1, Division II of the California Fire Code is hereby adopted, except that Section 103.2 and 111.3 are not adopted, and Chapters 3, 25, and Sections 403.11, 503, 510.2, and 1103.2 are adopted.

8.36.020 Administrative

- A. Section 101.4 of the California Fire Code is deleted in its entirety and replaced with the following:

101.4 Severability. If any provision, clause, sentence or paragraph of this ordinance or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other provisions of this ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are hereby declared to be severable.

- B. Section 102.5 is hereby amended as follows:

102.5 Application of residential code. Where structures are designed and constructed in accordance with the California Residential Code, the provisions of this code shall apply as follows:

1. Construction and design provisions of this code pertaining to the exterior of the structure shall apply including, but not limited to, premises identification, fire apparatus

access and water supplies. Where interior or exterior systems or devices are installed, construction permits required by Section 105.7 of this code shall apply.

2. Administrative, operational and maintenance provisions of this code shall apply.

3. Automatic fire sprinkler system requirements of this code shall apply to detached accessory buildings 3,600 square feet or greater in accordance with Section 903.2. The provisions contained in Section 903.2.18 of the California Fire Code or Section R309.6 of the California Residential Code may be used for the design of the automatic fire sprinkler system for detached private garages.

C. Section 104.1.1 is hereby added to the California Fire Code to read as follows:

104.1.1 Authority of the Fire Chief.

(1) The Fire Chief and his or her designees are authorized and directed to enforce all applicable State fire laws and the provisions of this code and he or she shall perform such related duties as may be fixed by the City Council, and for such purposes, he or she shall have the power of a peace officer.

(2) The Fire Chief is authorized to administer, interpret and enforce this code. Under the Fire Chief's direction, the fire department is authorized to enforce all ordinances of the jurisdiction pertaining to:

- a. The prevention of fires,
- b. The suppression or extinguishment of dangerous or hazardous fires,
- c. The storage, use and handling of hazardous materials,
- d. The installation and maintenance of automatic, manual and other private fire alarm systems and fire extinguishing equipment,
- e. The maintenance and regulation of fire escapes,
- f. The maintenance of fire protection and the elimination of fire hazards on land and in buildings, structures and other property, including those under construction,
- g. The maintenance of means of egress.
- h. The investigation of the cause, origin and circumstance of fire and unauthorized releases of hazardous materials.

(3) The following persons are hereby authorized to interpret and enforce the provisions of this Code (except as provided in Section 101.4) and to make arrests and issue citations as authorized by law:

- a. The Unit Chief and peace officers and public officers of the California Department of Forestry and Fire Protection.
- b. The Fire Chief, Peace Officers and Public Officers of the Riverside County Fire Department.
- c. The City Fire Marshal and members of the Moreno Valley Fire Prevention Bureau.
- d. The Riverside County Sheriff and any Deputy Sheriff.
- e. The Police Chief and any Police Officer of any city served by the County Fire Department.

- f. Officers of the California Highway Patrol.
- g. Code Officers of the Riverside County Code Enforcement Department
- g. Peace Officers of the California Department of Parks and Recreation.
- h. The law enforcement officers of the Federal Bureau of Land Management.

D. Sections 104.7 and 104.7.1 of the California Fire Code are deleted in their entirety and replaced with the following:

104.7 Liability. Any liability against Riverside County or any officer or employee for damages resulting from the discharge of their duties shall be as provided by law.

E. A new section 104.13 is added to Section 104 of the California Fire Code to read as follows:

104.13 Authority of the Fire Chief to close hazardous fire areas. Except upon National Forest Land, the Fire Chief is authorized to determine and announce the closure of any hazardous fire area or portion thereof. Any closure by the Fire Chief for a period of more than fifteen (15) calendar days must be approved by the City Council within fifteen (15) calendar days of the Fire Chief's original order of closure. Upon such closure, no person shall go in or be upon any hazardous fire area, except upon the public roadways and inhabited areas. During such closure, the Fire Chief shall erect and maintain at all entrances to the closed area sufficient signs giving notice of closure. This section shall not prohibit residents or owners of private property within any closed area, or their invitees, from going in or being upon their lands. This section shall not apply to any entry, in the course of duty, by a peace officer, duly authorized public officer or fire department personnel. For the purpose of this section, "hazardous fire area" shall mean public or private land that is covered with grass, grain, brush or forest and situated in a location that makes suppression difficult resulting in great damage. Such areas are designated on Hazardous Fire Area maps filed with the office of the Fire Chief.

F. Section 107.2 is hereby deleted in its entirety and replaced with the following:

107.2 Schedule of permit fees. Fees for services and permits shall be as set forth in the City of Moreno Valley fee schedule.

G. A new section 107.7 is hereby added to the California Fire Code to read as follows:

107.7 Cost recovery. Fire suppression, investigation, rescue or emergency medical costs are recoverable in accordance with Health and Safety Code Sections 13009 and 13009.1, as may be amended from time to time. Additionally, any person who negligently, intentionally or in violation of law causes an emergency response, including, but not limited to, a traffic accident, spill of toxic or flammable fluids or chemicals is liable for the costs of securing such emergency, including those costs pursuant to Government Code

Section 53150, et seq, as may be amended from time to time. Any expense incurred by the City of Moreno Valley or Riverside County Fire Department for securing such emergency shall constitute a debt of such person and shall be collectable by Riverside County in the same manner as in the case of an obligation under contract, express or implied.

H. Section 111.1 of the California Fire Code is deleted in its entirety and replaced with the following:

111.1 Board of appeals established. The Board of Appeals shall be the City Council. If the Council determines an outside board is needed, the Council shall designate an outside hearing officer to hear the appeal. The Fire Chief shall be notified of any appeal and the Fire Chief or designee shall be in attendance at the appeal hearing. Depending on the subject of the appeal, specialized expertise may be solicited, at the expense of the applicant, for the purpose of providing input to the Appeals Board.

I. Section 112.4 is hereby deleted in its entirety and replaced with the following:

[A] 112.4 Violation penalties; It shall be unlawful for any person, firm, corporation or association of persons to violate any provision of this ordinance, or to violate the provisions of any permit granted pursuant to this code. Punishments and penalties for violations shall be in accordance with the City of Moreno Valley ordinances, fee schedule, and Health and Safety Code Sections 17995 through 17995.5.

J. The following definition of Section 202 of the California Fire Code is hereby amended as follows:

“FIRE CHIEF.” The Fire Chief of Riverside County or the Fire Chief’s designee.

K. Open Flames

1. Section 308.1.6.3 of the California Fire Code is deleted in its entirety and replaced with the following:

308.1.6.3 Sky lanterns or similar devices. A person shall not release or cause to be released a sky lantern or similar device.

8.36.030 Building and Equipment Design Features

A. Section 503.2.1 of the California Fire Code is deleted in its entirety and replaced with the following:

503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 24 feet (7315 mm), exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches (4115 mm). For additional requirements or alternatives, see

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Date Adopted: November 1, 2022

Riverside County Fire Department Standards and Policies, as may be amended from time to time.

B. Section 503.2.2 is hereby amended as follows:

503.2.2 Authority. The Fire Code Official shall be the only authority authorized to designate fire apparatus access roads and fire lanes and to modify the minimum fire lane access widths for fire or rescue operations.

C. Section 503.6.1 is hereby added to the California Fire Code to read as follows:

503.6.1 Automatic opener. New motorized gates shall be provided with means to be automatically opened remotely by emergency vehicle in accordance with Riverside County Fire Department standards and Policies, as may be amended from time to time.

Exception: Gates serving individual one- and two-family dwelling parcels.

D. Section 503.7 is hereby added to the California Fire Code to read as follows:

503.7 Loading areas and passenger drop-off areas. On private properties, where fire apparatus access roads are utilized for loading or unloading or utilized for passenger drop-off or pick-up, an additional eight (8) feet of width shall be added to the minimum required width for the fire apparatus access road.

E. Section 505.1 is hereby amended as follows:

505.1 Address identification. New and existing buildings shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Where required by the Fire Code Official, address numbers shall be provided in additional approved locations to facilitate emergency response. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall be a minimum of 4 inches (101.6 mm) high with a minimum stroke width of 0.5 inch (12.7 mm) for R-3 occupancies, for all other occupancies the numbers shall be a minimum of 6 inches high with a minimum stroke width of 1 inch. Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure. Address numbers shall be maintained.

F. Section 507.5.7 is hereby added to the California Fire Code to read as follows:

507.5.7 Fire hydrant size and outlets. As determined by the Fire Code Official, fire hydrant sizes and outlets shall be based on the following:

1. Residential Standard – one (1) four (4) inch outlet, and one (1) two and one-half (2 ½) inch outlet.
2. Super Hydrant Standard – one (1) four (4) inch outlet, and two (2) two and one-half (2 ½) inch outlet.
3. Super Hydrant Enhanced - two (2) four (4) inch outlet, and one (1) two and one-half (2 ½) inch outlet.

G. Section 507.5.8 is hereby added to the California Fire Code to read as follows:

507.5.8 Fire hydrant street marker. Fire hydrant locations shall be visually indicated in accordance with Riverside County Fire Department Technical Policy 06-11, as may be amended from time to time. Any hydrant marker damaged or removed during the course of street construction or repair shall be immediately replaced by the contractor, developer or person responsible for removal or damage.

H. Section 508.1 of the California Fire Code is hereby amended as follows:

508.1 General. Where required by other sections of this code and in all buildings classified as high-rise buildings by the California Building Code and buildings greater than 300,000 square feet in area, and Group I-2 occupancies having occupied floors located more than 75 feet above the lowest level of fire department vehicle access, a fire command center for fire department operations shall be provided and shall comply with Sections 508.1.1 through 508.1.8.

I. Section 508.1.1 of the California Fire Code is deleted in its entirety hereby and replaced with the following:

508.1.1 Location and access. The fire command center shall be located adjacent to the main lobby and shall be accessible from fire department vehicular access or as approved by the Fire Code Official. The room shall have direct access from the building exterior at the lowest level of fire department access.

J. Exception 508.1.3 of the California Fire Code is hereby amended to add the following:

When solely required due to a building greater than 300,000 square feet, the fire command center shall be a minimum of 96 square feet (9m²) with a minimum dimension of 8 feet (2,438 mm).

K. Section 508.1.6 of the California Fire Code is hereby amended to add the following:

Exception: A fire command center solely required because a building is greater than 300,000 square feet in area shall comply with NFPA 72 and contain the features set forth in Section 508.1.6 subsections 5, 8, 10, 12, 13 and 14. The features set forth in Section 508.1.6 subsections 1, 2, 3, 4, 6, 7, 9, 11, 15, 16, 17, 18 and 19 shall be required when such building contains systems or functions related to these features.

L. Section 508.1.7 is hereby amended to the California Fire Code:

508.1.7 Fire command center identification. The fire command center shall be identified by permanent easily visible sign stating "Fire Dept. Command Center," located on the door to the fire command center.

M. A new Section 509.2.1 is added to Section 509 of the California Fire Code to read as follows:

509.2.1 Minimum clearances. A 3-foot (914 mm) clear space shall be maintained around the circumference of exterior fire protection system control valves, or any other exterior fire protection system component that may require immediate access, except as otherwise required or approved.

N. Section 608.11.1.2 of the California Fire Code is deleted in its entirety and replaced with the following:

608.11.1.2 Manual operation. When required by the Fire Code Official, automatic crossover valves shall be capable of manual operation. The manual valves shall be located in an approved location immediately outside of the machinery room, in a secure metal box or equivalent and marked as Emergency Controls.

O. Section 903.2 of the California Fire Code is hereby amended as follows:

903.2 Where required.

1. New Buildings. In all new buildings and structures which are 3,600 square feet or greater, an approved automatic sprinkler system shall be provided regardless of occupancy classification. Where the California Fire Code is requiring more restrictive requirements in Sections 903.2.1 – 903.2.21, the more restrictive requirement shall take precedence.

2. Existing Buildings. Notwithstanding any applicable provisions of this code, an automatic sprinkler system shall be provided in an existing building when an addition occurs and when one of the following conditions exists:

a. When an addition is 33% or more of the existing building area, and the resulting building area exceeds 3,600 square feet (465 m²) as defined in Section 202; or

b. When an addition exceeds 1,500 square feet (186 m²) and the resulting building area exceeds 3,600 square feet (465 m²) as defined in Section 202.

Exception: Unless required elsewhere in this code or the California Building Code, automatic fire sprinkler systems shall not be required for the following:

1. Detached Group U occupancies used for agricultural purposes constructed in accordance with the California Building Code.
2. Detached non-combustible equestrian arena shade canopies that are open on all sides and used for riding only - no commercial, assembly or storage uses.
3. Detached fabric or non-combustible shade structures that are open on all sides and used to shade playground equipment, temporary storage of vehicles and dining areas with no cooking.
4. Where determined by the Fire Chief that no major life safety hazard exists, and the fuel load does not pose a significant threat to firefighter safety or to other structures or property, automatic fire sprinklers may be exempted.

One- and two-family dwellings shall have an automatic fire sprinkler system regardless of square footage in accordance with the California Residential Code. Fire sprinkler systems shall be installed in mobile homes, manufactured homes and multifamily manufactured homes with two dwelling units in accordance with Title 25 of the California Code of Regulations.

The following exceptions in the California Fire Code shall not be allowed:

- a. Exception in Section 903.2.3
- b. Exception 2 in Section 903.2.11.3

P. A new section 903.3.5.3 of the California Fire Code is hereby added as follows:

903.3.5.3 Hydraulically calculated systems. The design of hydraulically calculated fire sprinkler systems shall not exceed 90% of the water supply capacity.

8.36.040 Special Occupancies and Operations

A. Section 3204.2.1 is hereby added to the California Fire Code to read as follows:

3204.2.1 Minimum requirements for client leased or occupant owned warehouses. Designs of an automatic sprinkler system for client leased or occupant owned buildings containing high pile storage shall be based on the requirements of NFPA 13. The responsible fire protection engineer shall perform a survey of the building to determine commodity classification, storage configuration, building height and other information related to the development of an appropriate sprinkler system design. The fire protection engineer shall also make reasonable efforts to meet with the building owner or operator to understand seasonal or customer related fluctuations to the stored commodities, storage height, and configuration. The sprinkler design shall be based on the most

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demanding requirements determined through the onsite survey and discussions with the building owner or operator. The technical report shall describe the basis for determining the commodity and sprinkler design selection, how the commodities will be isolated or separated, and include references to the design document(s). If a specific fire test is used as the basis of design, a copy of the fire test report shall be provided at the time of plan review.

8.36.050 Requirements for Wildland-Urban Interface Areas

A. Section 4904.2.1 is hereby added to the California Fire Code to read as follows:

4904.2.1 High Fire Hazard and Very High Fire Severity Zone Maps. In accordance with Government Code Sections 51175 through 51189, Very High Fire Hazard Severity Zones are designated as shown on a map titled Very High Fire Hazard Severity Zones, dated December 24, 2009 and retained on file at the office of the Fire Chief, which supersedes other maps previously adopted by Riverside County designating high fire hazard areas.

8.36.060 Appendix B

A. Table B105.2 of the California Fire Code is hereby amended as follows:

TABLE B105.2
REQUIRED FIRE-FLOW FOR BUILDINGS OTHER THAN ONE- AND
TWO-FAMILY DWELLINGS, GROUP R-3 AND R-4 BUILDINGS AND TOWNHOUSES

AUTOMATIC SPRINKLER SYSTEM (Design Standard)	MINIMUM FIRE-FLOW (gallons per minute)	FLOW DURATION (hours)
No automatic sprinkler system	Value in Table B105.1(2)	Duration in Table B105.1(2)
Section 903.3.1.1 of the <i>California Fire Code</i>	50% of the value in Table B105.1(2)a	Duration in Table B105.1(2) at the reduced flow rate
Section 903.3.1.2 of the <i>California Fire Code</i>	50% of the value in Table B105.1(2)b	Duration in Table B105.1(2) at the reduced flow rate

For SI: 1 gallon per minute = 3.785 L/m.

- a. The reduced fire-flow shall be not less than 1,000 gallons per minute.
- b. The reduced fire-flow shall be not less than 1,500 gallons per minute.

B. Section C103.1 of the California Fire Code is deleted in its entirety and replaced with the following:

C103.1 Hydrant spacing. Fire apparatus access roads and public streets providing required access to buildings in accordance with Section 503 of the International Fire Code shall be provided with one or more fire hydrants, as determined by Section C102.1. Where more than one fire hydrant is required, the distance between required fire hydrants shall be in accordance with Sections C103.2 and C103.3. Fire hydrants shall also be provided at street intersections.”

5.11 Chapter 8.38 of Title 8 of the City of Moreno Valley Municipal Code is hereby amended to read as follows:

“Chapter 8.38

California Green Building Code

8.38.010 Adopted

The California Green Building Code, 2022 Edition, is adopted and made a part of this chapter by reference.”

5.12 Chapter 8.44 of Title 8 of the City of Moreno Valley Municipal Code is hereby amended to read as follows:

“Chapter 8.44

California Reference Standards Code

8.44.010 Adopted

The California Reference Standards Code, 2022 Edition, is adopted and made a part of this chapter by reference.”

SECTION 6. SEVERABILITY

If any section, subsection, subdivision, paragraph, sentence, clause, or phrase in this chapter or any part thereof is for any reason held to be unconstitutional, invalid, or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the meaning portions of this chapter or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof irrespective of the fact that any one or more subsection, subdivision, paragraphs, sentences, clauses, or phrases be declared unconstitutional, invalid, or ineffective.

SECTION 7. NOTICE OF ADOPTION:

Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

SECTION 8. EFFECTIVE DATE:

This ordinance shall take effect on January 1, 2023.

INTRODUCED at a regular meeting of the City Council on October 18, 2022 and PASSED, APPROVED, and ADOPTED by the City Council on November 1, 2022 the following roll call vote, to wit:

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AYES: Council Members -
NOES: Council Members -
ABSENT: Council Members -
ABSTAIN: Council Members -

Dr. Yxstian A. Gutierrez
Mayor
City of Moreno Valley

ATTEST:

Jane Halstead, City Clerk

APPROVED AS TO FORM:

Steven B. Quintanilla, City Attorney